

## Terms and Conditions

### Signed (Tom Atkins) Geelong Cats official team guernsey

#### General

The Promoter is Tucker Funeral and Bereavement Service Pty Ltd (ABN 106 3530299) of 55 Hope Street, Geelong West, VIC 3218. Telephone number (03) 5221 4788.

#### Who can enter?

Entry is open to all residents of Victoria except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.

The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

#### When to enter

The competition commences 1st August 2019 at 12.01am AEDT and concludes on 24th September 2019 at 11.59pm AEDT. Entries must be received by the Promoter prior to the competition close date and time.

The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.

#### How to enter

Entrants may enter the competition by Logging onto [www.tuckers.com.au/news](http://www.tuckers.com.au/news) and registering their details including full name, address, post code, telephone number, e-mail address to complete their entry. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider

The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

Multiple entries per person are permitted.

### **Draw and Notification of winner**

The winner will be drawn by random selection at 11.00am AEDT 25<sup>th</sup> September 2019, at Tuckers Funeral and Bereavement Service 55 Hope Street, Geelong, VIC 3218.

The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

The winner will be notified by telephone within two days of the draw. Winner of prize will be published online at [www.tuckers.com.au/news](http://www.tuckers.com.au/news)

Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (land line account holder).

Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

### **Prize on offer**

1 prize of a signed (Tom Atkins) Geelong Cats official team guernsey includes a certificate of authentication.

Winner will be contacted by phone and email.

Total prize pool valued is immeasurable. The Promoter accepts no responsibility for change in prize value between now and the prize redemption date.

Prizes cannot be transferred, exchanged or redeemed for cash.

It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.

If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

### **Copyright, Statutory guarantees, Waiver and liability**

In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with News Life Media or News Limited or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

Each entrant hereby assigns to the Promoter all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to the Promoter in connection with that entrant's entry or participation in any aspect of the prize (Works). Each entrant warrants that the Promoter is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use.

In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the

Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions, but no further use of this information will be made without prior consent.

All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.