

Terms and Conditions

See www.ladder.org.au for full terms. Australian residents only. One entry for each Pin purchased. Competition closes AEST 12.00pm, Sunday 23rd September 2018. Winner judged 10.00am, Monday 24th September 2018 at Ladder, 4/59 Keele St, Collingwood, Vic. Winner notified by email via the address provided in their entry and published online at www.ladder.org.au. The Promoter is Ladder, a registered not-for-profit.

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“2018 AFL Premiership Cup Pin” Promotion

Terms and Conditions of Entry

1. Information on how to enter and the Prize form part of these Terms and Conditions of Entry. By entering this promotion, you accept and agree to be bound by these Terms and Conditions. Any entry not complying with these terms and conditions is invalid. The Promoter may in its absolute discretion refuse to award any prize to any entrant who fails to comply with these Conditions.
2. The promoter is Ladder, a registered not-for-profit of 4/59 Keele St, Collingwood, Victoria, 3066 (**Promoter**).

Eligible entrants

3. Entry is only open to residents of Australia who satisfy the entry requirements in these Terms and Conditions. Entrants under 18 years old must have the consent of a parental/guardian to enter, who must also read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Directors, management, employees and contractors of the Promoter and its agencies associated with this promotion and the immediate families of these people are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.

How to enter

5. Promotion commences at 11.00am 5th September 2018 and closes AEST 12.00pm, Sunday 23rd September 2018 (“**Promotional Period**”). Entries received outside the Promotional Period are invalid and ineligible for the Prize.
6. To be eligible to enter, individuals must, during the Promotional Period:
 - a. purchase a 2018 AFL Premiership Cup Pin;
 - b. Visit www.ladder.org.au, follow the prompts to the competition entry page, input the requested details (including unique entry code for their Premiership Cup Pin) and submit the fully completed entry form; and
 - c. submit a response in 25 words or less to the following question: *Who would you bring to the 2018 Toyota AFL Grand Final and why?*
7. Entries which in the reasonable opinion of the Promoter:
 - a. contain defamatory or offensive content or infringe intellectual property rights;
 - b. do not comply with these Terms and Conditions;
 - c. cannot be verified to the Promoters satisfaction as the entrant’s original work; or
 - d. are incomplete or indecipherable,

will be deemed invalid.

8. The Promoter may decline to accept any entry which, in its reasonable opinion, does not comply with these Terms and Conditions.
9. All entries are deemed to be received at the time of receipt to the Promoter and not at the time of transmission by the entrant.

10. Once submitted, entries may not be altered or deleted.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. Only one entry permitted per 2018 AFL Premiership Cup Pin purchased. Each entry must be submitted separately and in accordance with entry requirements. The same entry code cannot be used for multiple entries. Entrants must retain their 2018 AFL Premiership Cup Pin and backing card as proof of purchase. The Promoter may require the winner to produce this proof of purchase within one (1) day of being requested to do so by the Promoter. Failure to produce proof of purchase may in the absolute discretion of the Promoter result in invalidation of the entrant's entry and forfeiture of any right to the Prize.

Judging

13. This promotion is a game of skill. Chance plays no part in determining the winner.
14. All valid entries received during the Promotional Period will be will be judged individually on their merits on the basis of originality, creativity and relevance to the question. The entry judged as best reflecting these criteria in the judge/s opinion, will be the winner.
15. Judging will take place at 10.00am AEST on 24th September 2018 at Ladder, 4/59 Keele St, Collingwood 3066. Entries will be judged by will be judged by representatives from Ladder, the AFL Player's Association and the AFL.
16. The judge/s decision in relation to any aspect of the promotion is final. The judge/s and Promoter will not enter into any correspondence regarding the result of the promotion, and will not provide reasons to entrants as to why they did or did not win.

Prize and notification of winners

17. The winner will receive a "Grand Final Package 2018". The total Prize is valued at up to \$2,000, depending on point of departure, and includes the following components:
 - a. two (2) return economy airfares from the winner's nearest Australian capital city to Melbourne, VIC to attend the 2018 AFL Grand Final (only provided if winner resides outside of Victoria);
 - b. two (2) tickets for the 2018 Toyota AFL Grand Final on 29th September 2018 and
 - c. one (1) night, minimum 3-star twin-share accommodation in Melbourne, VIC (with the exact accommodation venue determined by the Promoter, only one (1) room provided for winner and travel companion to share). **(Prize)**
18. The winner will be contacted in writing and via a phone call within two (2) business days of selection. The name of the winner will be published on www.ladder.org.au.
19. The winners has until 9am AEST on Tuesday 25th September 2018 to claim the Prize (i.e. contact the Promoter to confirm acceptance of the Prize). A failure by such winner to confirm acceptance of the prize by this time will result in forfeiture of the right to the Prize, and the Prize will be awarded to the entrant that was judged as the next best entry (as determined by the judges). The new winner will be contacted by email within two (2) business days of selection.
20. The Prize will be sent to the winner's nominated address as set out in their entry. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of the Prize. Information relating to flights and accommodation must be provided to Ladder upon winner's acceptance of prize.
21. Spending money, meals, taxes, insurance, transport, transfers, items of a personal nature, in-room charges and other ancillary costs are not included in the Prize. During the entire duration of the Prize, a nominated parent/guardian must accompany any person under 18 years of age. Itinerary to be determined by the Promoter in its absolute discretion. The winner and their travel companion must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the Prize. The Prize must be taken to coincide with the 2018 AFL Toyota Grand Final, and is subject to booking and flight availability.

Miscellaneous

22. The Prize is subject to the airline, hotel and event venue and ticket terms and conditions (including any applicable age restriction and need to provide a credit card for check in). The Promoter and event organisers expressly reserve the right to eject any winner (and/or their companion) for any inappropriate behaviour, including intoxication, whilst participating in any element of the Prize.
23. If, for any reason, this promotion is not capable of running as planned, including due to war, terrorism, state of emergency or disaster, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion or suspend or modify the Prize, subject to any written directions from a relevant regulatory authority.
24. If for any reason a winner does not take/redeem the Prize (or an element of the Prize) by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited and will not be redeemable for cash.
25. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
26. The Prize is not transferable, exchangeable or redeemable for cash or other prizes. The Prize value provided is the recommended retail values as provided by the suppliers and are correct at time of printing. The Promoter accepts no responsibility for any variation in Prize value.
27. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
28. The Promoter reserves the right, at anytime during, or after the closing date of the promotion, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process, including submitting an entry that is not in accordance with these Terms and Conditions of Entry or engaging in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
29. The Promoter reserves the right to request the winner provide proof of age, identity and residency at the nominated Prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will not be entitled to receive the Prize and no substitute will be offered.
30. If the winner of the Prize is under the age of 18 years, the Prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
31. The use of any automated entry software or any other mechanism or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
32. The Promoter may, in its absolute discretion, disqualify an entrant if, in the reasonable opinion of the Promoter, the entrant has breached these Terms and Conditions, engaged in dishonest or unethical conduct in relation to the promotion, manipulated, tampered or interfered with the conduct of the promotion, did not comply with the entry process, or conspired with others to gain an unfair advantage. The Promoter may audit you if it suspects you of having engaged in such breach or conduct.

33. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought.
34. Each entrant confirms and promises that their entry is original, has not previously been published or used to win prizes in any other competitions, and does not infringe the intellectual property rights of any third party. Each entrant agrees that the Promoter has an unrestricted, irrevocable, transferable, right and licence to use and modify their entry including for promotional purposes without the payment of any further fee or compensation or further reference to them, and that the Promoter can authorise other people to do any of these things. If requested by the Promoter, each entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, each entrant unconditionally and irrevocably consents to the Promoter modifying his/her entry as described in this clause, agree that the Promoter is not required to attribute him/her as author of the entry, and consents to any other act or omission that would otherwise infringe any moral rights in his/her entry.
35. Entrants, and their parents/legal guardians (if under the age of 18), consent to the Promoter and the Australian Football League (AFL) using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
36. The Promoter will collect, disclose and otherwise handle personal information ("**PI**") in conducting the promotion in accordance with its Privacy Policy, available at www.ladder.org.au. In addition, the Promoter may also use PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
37. Nothing in these Terms and Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions of Entry; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize and/or attendance at/participation in a prize event.
39. As a condition of accepting the Prize, the winner (and any travel companion, if applicable) must sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including a legal release and indemnity form. In the event that the winner's travel companion is under the age of 18, his/her parent or legal guardian must sign any legal documents as required by the Promoter and/or Prize suppliers, as outlined above.
40. The provision of tickets to any match that is a declared event under the Major Sporting Events Act 2009 ("Act") including the 2018 Toyota AFL Grand Final is subject to the provision of tickets being permitted in an approved ticketing scheme under the Act.
41. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

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