

ESSENDON BOMBERS “WARM UP” PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this the “Essendon Bombers Warm Up Promotion” (“Competition”) is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over (“Participants”). Employees (and their immediate families) of the Promoter and agencies associated with this Competition 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 1st cousin.
3. Competition commences 9:00AM AEST Tuesday 15 June 2021 and closes 11:59PM AEST Friday 3 September 2021. (“Competition Period”).
4. Essendon Football Club will announce the Competition on its website and social media channels at 9:00AM AEST Tuesday 15 June 2021 and the Promoter will subsequently post on its social channels advertising that it will be running the Competition and inviting Participants to enter.
5. To enter the Competition, Participants must, during the Competition Period visit the Promoter’s website (www.fujitsugeneral.com.au/bomberswarmup) and complete and submit the competition form, including their name, email address and contact number and answer: ‘in 25 words or less tell us your easy ways to warm up during winter’.
6. Only completion of all the steps in clause 5 above will constitute a valid entry (“Entry”).
7. Multiple Participants can enter from the same household however only one (1) Entry will be permitted per Participant. If subsequent entries are submitted, only the first valid entry will be deemed the Entry. Incomplete or indecipherable Entries will be deemed invalid.
8. Entries are subject to moderation. The Promoter reserves the right (in its sole discretion) to exclude from the judging any Entry which the Promoter considers is unlawful or offensive.
9. Judging will be carried out by the Promoter’s Marketing Team at 12:00pm AEST on Monday 6 September 2021. Judging will be based on creativity of the answer to the question. Winners will be notified from Monday 6 September 2021.

10. The judges' decision is final, and no correspondence will be given if the Entry is unsuccessful.
11. No responsibility is accepted for any Entry that is late, lost or misdirected or if any winner does not claim their Prize in accordance with these Terms and Conditions.
12. The best valid Entry, as determined by the judges, will win one (1) year's worth of groceries vouchers, valued at AUD\$13,000.00. Prize will be awarded as 52 x \$250 Digital Prepaid Mastercard® vouchers (1 per week) as detailed below.
13. The vouchers will be distributed as a Vault Pays-enabled Fujitsu Digital Prepaid Mastercard® on a weekly basis. Each Digital Prepaid Mastercard will be worth AUD \$250.
14. Redemption of the Digital Prepaid Mastercard is subject to the terms and conditions of Vault Payment Solutions including activating the Digital Prepaid Mastercard before the specified expiry date which will be sent to the recipient when their Digital Prepaid Mastercard activation code is sent by SMS to the mobile phone number they provide. Full terms and conditions available at <https://www.vaultps.com.au/terms>.
15. The Digital Prepaid Mastercard needs to be activated by following the link to access the Vault Payments Application via the App store that is sent in the SMS with their Digital Prepaid Mastercard activation code. By clicking on this link in the SMS, the Claimant will automatically download and open the Vault Payments App, entering and validating the recipients mobile number and activation code. The Claimant is then required to:
 - a. create a password (minimum of 6 characters) if they are a first time user of the Vault Payments App.
 - b. registered users of Vault Payments App already, enter their existing password, the recipient may then add the card to the wallet on their phone.
16. Claimants can create a PIN for the Digital Prepaid Mastercard via the Vault Payments App as using the Digital Prepaid Mastercard for purchases over \$100 may require Claim of a PIN. Instructions on how to set up a PIN are found in the "How do I find my pin number?" FAQ located at <https://www.vaultps.com.au/faq/>.
17. Digital Prepaid Mastercard activation codes expire at 11:59pm AEST/AEDT (as applicable) on the stated expiry date of the activation code. The expiry date provides 3 months in which the Digital Prepaid Mastercard activation code must be activated.
18. The Digital Prepaid Mastercard is valid until the expiry date shown on the front of the card in the Vault Payments App (not less than 12 months from date of production) and cannot be used after expiry. At expiry, the remaining available balance will be forfeited.
19. Digital Prepaid Mastercards that are not activated or redeemed within the designated time frame included in the SMS sent with the code cannot be re-

activated, extended or refunded in any way. The Promoter is not responsible should the recipient fail to activate or redeem the Digital Prepaid Mastercard in time.

20. Customer support for the Vault Pays-enabled Fujitsu Digital Prepaid Mastercard is available at <https://www.vaultps.com.au/faq/activate-card/>.
21. The next best three (3) Entries, as determined by the judges, will each win a Fujitsu General Lifestyle reverse cycle wall mounted air conditioner (ASTG09KMTC) including installation valued at SRP \$2,219 (including \$650 towards installation). The prize will be delivered directly to the address nominated by the winner within ten (10) business days of winner determination. Money for installation will be delivered in the form of an EFT transfer. Winners will be responsible for organising their own installation, including any costs in excess of \$650.
22. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
23. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
24. Total prize pool value is \$19,657. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. Each Participant warrants to the Promoter that:
 - a. they have complied with the Entry requirements;
 - b. no Entry submitted by them will contain viruses or cause injury or harm to any person or entity; and
 - c. they have and will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
26. Each Participant agrees to indemnify the Promoter against all costs and claims in connection with a failure by them to comply with the above clause 25.
27. Each Participant agrees that they are fully responsible for each Entry they submit, and are fully responsible for any equipment, materials, licences, or other costs required for or associated with each such Entry. To the fullest extent permitted by law, the Promoter excludes any liability, or any costs borne by the Participant in submitting their Entry.
28. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated by the Promoter, including but not limited to 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 Participant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.

29. The Promoter reserves the right to disqualify any Participant it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Terms and Conditions.
30. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. Nothing in these Terms and Conditions 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**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the Competition.
32. 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; (e) any tax liability incurred by a winner or Participant; or (f) use of a prize.
33. The Promoter collects personal information ("PI") of Participants in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.fujitsugeneral.com.au/help-centre/privacy-policy>. The Privacy Policy also contains information about how Participants may opt out, access, update or correct their PI, how Participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All Entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

34. The Promoter is Fujitsu General (Aust.) Pty Limited (ABN 55 001 229 554) of 1 Telopea Place, Eastern Creek 2766.