

TERMS & CONDITIONS

Schedule to Terms & Conditions of entry

Promotion name	Middy's AFL Footy Tipping Competition
Eligible States/Territories	National
Promotion period	<p>Start: 7 March 2024 9:00 AM AEST</p> <p>End: 28 September 2024 3:00 PM AEST</p> <p>No entries will be accepted outside these times.</p>
Website address	www.middys.com.au/footytipping
Promoter	<p>Middy's Electrical</p> <p>ABN: 49338705390</p> <p>357 Ferntree Gully Rd Mount Waverley VIC 3149</p>
Definitions	<p>"Comp" means a private or public league for entrants to join as individuals.</p> <p>"Cumulative Margin" means, in respect of an entrant, the sum of the Margin Differences for all rounds as at a particular date.</p> <p>"Leaderboard" means the Promotion's overall ladder of entrants ranking.</p> <p>"Margin Difference" in respect of a Margin Game means, for an entrant that:</p> <ol style="list-style-type: none"> Had correctly tipped a winning team, the difference between the margin nominated by the entrant for that match and the actual margin for that match; Has tipped the losing team, the aggregate of the margin nominated by the entrant for that match and the actual margin for that match (e.g. if entrant nominates a margin of 14, and their tipped team loses by 20 points, their 'Margin Difference' for the match will be 34); and has not submitted a tip for that Margin Game, the average margin of that game.
Eligible entrants	<p>Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements and are 18 years of age or older.</p> <p>Entry to the draw is only open to Middendorp Group of Companies account holders held at "Participating Branches" or employees of Middendorp Group of Companies or over who own a business registered in Australia and hold an electrical contractor's licence ("Eligible Account Holder").</p>

Details of prizes	<p>The entrant that has the highest ranking at the end of the last round of the season will win the relevant major prize indicated below.</p> <p>Each round ONE (1) entrant will win the Minor Prize if they are the round's best tipper.</p> <p>Major Prize:</p> <p>THREE (3) x cash prizes: 1st place will win SEVEN THOUSAND DOLLARS (\$7,000) 2nd place will win FIVE THOUSAND DOLLARS (\$5,000) 3rd place will win TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)</p> <p>Minor Prize:</p> <p>TWENTY THREE (23) x \$100 (incl. GST) eftpos gift vouchers. Awarded one per round.</p>
Total number of prizes	Total number of prizes: TWENTY SIX (26)
Total prize value	Total prize pool (incl GST): \$16,800.00
Method of entry	<p>To enter, an entrant must, during the promotional period:</p> <p>A. Register their details via the online registration form located on the Middy's website https://middys.yourtipping.com/.</p> <p>B. Entrants will have the opportunity, in respect of each Match in each Round of the AFL Season, to tip by selecting a team that the Entrant expects will win the Match (a draw cannot be selected) and submitting those selections via the Middy's Website at which they registered. Selections for each match must be submitted before the scheduled start time of the relevant match.</p> <p>An entrant may make or change a tip for a given match in a round at any time prior to the scheduled starting time of that match.</p>
Scoring	<p>Entrants will be allocated ONE (1) point for each correctly selected winning team for a match. This is subject to the rules relating to failure to tip as below.</p> <p>In the event of a match in a given round being drawn, cancelled, abandoned, not completed or not played for any reason, and the AFL does not officially declare a result within ONE (1) day of the original scheduled date of the match, it is treated as a win for both teams competing in that match.</p>
Round & Season Ranking	<p>The Promoter will maintain ONE (1) leaderboard for the AFL season for the duration of the season. The leaderboard will rank the entrants from highest to lowest based on their scores. To determine the ranking of two or more entrants that have an equal score, the entrant with the lower cumulative margin (i.e. the sum of the margin differences for all rounds as at a particular date) will rank higher than other entrants with corresponding equal scores for the round and the season ranking.</p>

<p>Failure to Tip</p>	<p>If an Entrant: A. does not submit a tip for a given Match in a Round, then the Entrant's tip for that Match will be deemed to be for the team determined, in the Promoter's sole discretion, to be the "away team"; or B. does not submit a tip for Matches in an entire Round, the Entrant's tips for that Round will be deemed to be those of the teams determined, in the Promoter's sole discretion, to be the "away teams" up to a maximum of five correct tips for that Round; or C. enters the Promotion after the commencement of the first Round of the Season, then the Entrant's tips for those Matches that have been completed will be deemed to be those of the teams determined to be the "away teams" to a maximum of five correct tips for each such Round.</p>
<p>Maximum number of entries</p>	<p>An entrant can only tip once per match per round.</p>
<p>Determination of winners</p>	<p>This is a game of skill and chance plays no part in determining the winner.</p> <p>The winner will be determined as the entrant that has the highest ranking at the end of the last round of the AFL season.</p> <p>Major Prize:</p> <p>If there is a tie for any of first place, second place or third place positions then the tie will be resolved by taking into consideration who registered for the competition first.</p> <p>Minor Prize:</p> <p>In the event that multiple entrants have the same score at the end of the round, the winner will be determined by the closest margin selected in the first game of each round, then by who registered for the competition first (if required).</p> <p>Determination of winners' date: Monday 29 September 2024</p> <p>Location of the selection: Middendorp Electric Co 357 Ferntree Gully Rd Mount Waverley VIC 3149</p>
<p>Notification of winners</p>	<p>Winners will be notified via email and phone no later than 18 October 2024.</p>
<p>Public announcement of winners</p>	<p>The winners will be published here: middys.com.au on 29 September 2024</p>

<p>Unclaimed prize selection</p>	<p>If the Major or Minor Prize(s) are unclaimed by the unclaimed prize selection date, the Promoter will award the prize(s) to the Eligible Entrant(s) who came runner-up when the entries were judged, subject to any directions from any regulatory authority.</p> <p>Unclaimed prize selection date: 10:00 AM AEST on 29 December 2024</p> <p>Location of unclaimed prize draw: Middendorp Electric Co 357 Ferntree Gully Rd Mount Waverley VIC 3149</p>
<p>Notification of unclaimed prize winners</p>	<p>Unclaimed prize winners will be notified via Email & phone no later than 2 business days after draw.</p>
<p>Public announcement of winners from unclaimed prize selection</p>	<p>The winners of unclaimed prizes will be published here: middys.com.au, no later than 7 days after draw</p>
<p>Permit Reference</p>	<p>ACT TP 24/00271</p>

Terms & Conditions of entry

- Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
- Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the terms and conditions providers are ineligible to enter. Immediate family means any of the following: spouse, ex-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 Promotion will be conducted during the Promotion period.
- The Prize/s are specified in the Details of prizes section of the Schedule.
- The total prize pool is specified in the Total prize value section of the Schedule.
- Any prize is valued in Australian dollars unless expressly stated to the contrary.
- Any Cash prize will be distributed as a cheque made out to the Prize winner, or via EFT if so requested by the Prize winner.
- All vouchers are valid until the expiry date stated on the voucher or by the provider of the voucher.
- Entrants agree to comply with any conditions which accompany the Voucher.
- Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
- Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.

12. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
13. The time of entry will be deemed to be the time the entry is received by the Promoter.
14. Entrants may submit up to the Maximum number of entries (if applicable).
15. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
16. The prize(s) will be awarded to the best entry/entries as judged in accordance with the Prize selection details. Entries must not have been published previously and/or have been used to win prizes in any other competitions. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content or does not meet the criteria relating to the method of entry. The judges' decision is final and no correspondence will be entered into.
17. The winner does not need to be present at the selection unless expressly stated to the contrary.
18. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
19. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
20. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the 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.
21. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
22. The promoter may conduct an Unclaimed prize selection in accordance with the Unclaimed prize selection section of the Schedule (if applicable). In the event the Unclaimed prize selection takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize selection in accordance with the Notification of unclaimed prize selection section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize selection will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize selection. If a prize is no longer capable of being redeemed, the new winner will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter).
23. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
24. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
25. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
26. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.

27. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
30. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The entrant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
31. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
32. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
33. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
34. Facebook, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok or Snapchat.