

## ENTRY

1. This document contains the terms and conditions of entry ("these Terms") into the 2019 Middy's AFL competition ("Promotion"). Entry into this Promotion is deemed acceptance of these Terms.
2. The Promoter is <MIDDENDORP ELECTRIC CO PTY LTD> <ABN – 49 338 705 390> <L-1 372 A VICTORIA STREET> <BRUNSWICK> <VICTORIA><3056> ("Promoter").
3. The Promotion will be open from 12:00 pm Australian Eastern Daylight-Saving Time ("AEDST") on Thursday 7th March 2019 and will continue until the starting time of the last match of the last Round of the Season (defined below), which will be no later than 11:59 pm Australian Eastern Standard Time ("AEST") on Sunday 25th August 2019 ("Promotion Period").
4. Entry is open to all Australian residents.
5. Employees of the Promoter and other agencies, firms or companies associated with this Promotion, and their immediate families are excluded from entering the Promotion. 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. Non-Australian Entrants will not be eligible for prizes.

## DEFINITIONS

6. In these Terms, the following meanings apply in addition to terms which are defined elsewhere in these Terms unless the contrary intention appears:

"Comp" means a private or public league for entrants to join as individuals.

"Cumulative Margin" means, in respect of an Entrant, the sum of the Margin Differences for all Rounds as at a particular date.

"Draw" means an even score at the conclusion of a Match.

"Entrant" means a person who is eligible to participate in and has submitted an entry into the Promotion in accordance with these Terms.

"Group" means a group of individuals consisting of two or more people, which have agreed to enter the Promotion as a 'group'.

"Judging Location" means the premises located at L-1 372 A VICTORIA STREET, BRUNSWICK, VICTORIA, 3056

"Leaderboard" means the Promotion's overall ladder of Entrants ranking.

"Margin Difference" in respect of a Margin Game means, for an Entrant that: a. has correctly tipped a winning team, the difference between the margin nominated by the Entrant for that Match and the actual margin for that Match; b. 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 c. has not submitted a tip for that Margin Game, zero.

"Margin Game" means the first Match of each Round in the Season.

"Match" means a single game of AFL Football, which is conducted during the Season;

"Ranking" means where an Entrant ranks or is placed overall in the Promotion.

"Round" means one of the 25 rounds consisting of Matches conducted during the Season.

"Season" means the 2019 AFL Premiership 'Home and Away' season of AFL Football consisting of 25 rounds of matches commencing on 8 March 2018.

"Score" means the number of points allocated to an Entrant for the correct tipping of winning teams in each Round in accordance with these Terms.

"Middy's Website" means the website of the Promoter at: [www.middys.com.au](http://www.middys.com.au), accessible on the internet through the World Wide Web or via mobile internet enabled devices.

## ENTRY CONDITIONS

7. To register for the Promotion Entrants must during the Promotion Period register their details via the on-line registration form located on the Middy's Website.

8. The Promoter reserves the right not to accept a registration for any Entrant or to disqualify an Entrant if the Promoter considers that the registration contains anything defamatory or is otherwise inappropriate.

9. An Entrant may only register as an individual or as a member of a Comp.

10. Entrants will have the opportunity, in respect of each Match in each Round of the Season, to tip by: a. selecting a team that the Entrant expects will win the Match (a Draw cannot be selected); and b. 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).

11. Eligible individuals who register and submit tips prior to the start of the Promotion Period are still eligible for prizes in this Promotion (subject to any restrictions below) if they consent to these Terms as prompted when they first login to the Middy's Website during the Promotion Period.

12. 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.

13. Entrants will have the opportunity, in respect of the first Match in each Round of the Season, to tip by selecting the team that the Entrant expects to win and also including the margin by which they expect that their selected team's score will beat the opponent team's score for the Margin Game. If the team the Entrant tips scores greater than or equal to the opposition score, their tip is considered successful.

## FAILURE TO TIP

14. 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.

## SCORING

15. Subject to the rules relating to failure to tip in clause 14, Entrants will be allocated one point for each correctly selected winning team for a Match.

16. 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.

## OVERALL RANKING

17. Throughout the Season, the Promoter will maintain a leaderboard which ranks 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 will rank higher than other Entrants with corresponding equal Scores ("Ranking").

## MAJOR PRIZES

18. The Entrant that has the highest Ranking at the end of the last Round of the Season will win the relevant prize indicated below:

1st = \$10,000

2nd = \$5,000

3rd = \$2,500

Any travel associated with taking part in any prizes will be at the expense of the winner.

19. However, 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 first submitted their last tip for the last Round of the Season.

20. Prize winners will be determined at the Judging Location at 2:00 pm AEST on 29th August 2019.

21. Prize winners will be contacted in writing within 5 days of the date of being judged a winner.

22. In the event that a Prize is not claimed by 2:00 pm AEST on 15th September 2019, the prize will be awarded to the Entrant who, would be the winner had the original winner been excluded from winning.

## MINOR PRIZES

23. Each week one Entrant will win a \$50 cash card if they are the week's best tipper. Winners will be notified within 2 days of the end of each month.

24. In the event that a Minor Prize is not claimed within 7 days of notification, the next highest scoring entrant will be selected and notified of their prize.

## MINORS

25. If an Entrant is under 18 years, they must have their parent or guardian's consent to enter the Promotion. The Promoter reserves the right to request this consent in writing. If consent in writing is requested, the winner's nominated parent/legal guardian will be required to include the words "in consideration of AFL agreeing to admit the Entrant into this Promotion, [name of Parent or Guardian] agrees to be bound by the terms of entry into the Promotion" in such written consent.

26. If a prize winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or legal guardian on behalf of the winner.

## GENERAL

27. All Prize Winners (and their parents or legal guardians if they are under 18 years of age) are required to sign a release and indemnity form in favour of the Promoter and return the document to the Promoter prior to taking their prizes.

28. The Promoter reserves the right, at any time, to verify the validity of entries/tips/registrations and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry/registration/tipping process. 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 right.

29. 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.

30. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.

31. The total prize pool for this promotion is valued at \$18,650(Inc. GST).

32. Unless expressly stated otherwise, the winner of a prize in this Promotion is not excluded from winning another prize as part of this Promotion. All Entrants will be considered in the judging for prizes in this Promotion whether or not they have won another prize in this Promotion.

33. Prizes are not transferable or exchangeable.

34. Judging of all prizes will be conducted by a representative of the Promoter.

35. The Promoter's decision for all prizes in this Promotion is final and binding and no correspondence will be entered into.

36. For the purpose of this Promotion a Group is treated as a single Entrant. If a Group is the winner of a prize, only one prize is awarded to the Group. The Promoter will determine to which member of a winning Group the prize is awarded to in their absolute discretion, and that member will be required to share the prize equally with all other members of the Group. The Group and the individuals which make up the Group is solely responsible for its actions relating to the Promotion (including any tips submitted). The Promoter is not required to make any enquiry in relation to the validity of any action of any person forming part of the Group. An individual which forms part of a Group that has entered this Promotion is deemed to have agreed to these Terms.

37. Incomplete, indecipherable and incorrect entries/registrations/tips or entries/registrations/tips containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win.

38. It is a condition of taking a prize that the winner must, if requested to do so by the Promoter, sign and return documents relating to their eligibility to enter (including ownership of entry), statement of compliance with relevant terms and conditions and/or a release of the Promoter's liability in taking prizes.

39. 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 but not limited to technical difficulties, unauthorized 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.

40. The Promoter accepts no responsibility for any entries, registrations or tips not received for any reason during the Promotion. Registrations, entries and tips will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected registrations, tips or entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

41. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value, subject to any written directions given by State gaming departments.

42. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.

43. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

(c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;

(d) they acknowledge that the Promoter retains all right, title and interest, including copyright, in the Materials and, by participating in the Promotion, they assign to the Promoter on creation of the Materials all right, title and interest which might, but for these Terms, vest in them;

(e) they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("Moral Rights");

(f) they waive all Moral Rights in the Materials that arise outside Australia; and

(g) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials. 69. Any cost associated with accessing the Middy's Website is the Entrant's responsibility and is dependent on the Internet service provider used.

70. 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 Promotion.

49. 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, registration, tip 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 Entrant; or (f) taking and/or use of a prize.

50. Entrants understand that if they tick the opt in to receive future offers from Middy's and third-party sponsors on the registration page that their details will be provided to third party sponsors. Should Entrants not want their details provided to third party sponsors, they should not tick the box.

51. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize.

(c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;

(d) they acknowledge that the Promoter retains all right, title and interest, including copyright, in the Materials and, by participating in the Promotion, they assign to the Promoter on creation of the Materials all right, title and interest which might, but for these Terms, vest in them;

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