

2019 Member's Mitsubishi Madness Promotion

Terms and Conditions

1. Information on how to enter the Promotion forms part of these terms and conditions. Entries not made in accordance with these terms and conditions will be disqualified.

Section 1: Promotion

2. Promotion: Be a current Sea Eagles Member for 2019 NRL Season, or become a Sea Eagles Member for 2019 NRL Season, during the Promotion Period to win the advertised Mitsubishi ASX ES CVT, automatic XC2M45 vehicle.

Promoter: The Promoter is the Manly Warringah Sea Eagles Limited (ABN: 34 003 348 436), Sydney Academy of Sport, Wakehurst Parkway Narrabeen NSW 2101.

3. Promotion Period: The Promotion will commence at 12.01am (AEDT) on 12 December 2018 and will close at 11.59pm (AEDT) on 17 March 2019. All times recorded throughout these terms and conditions are in Australian Eastern Daylight Time.

Section 2: Eligibility

4. Eligibility: To be eligible to enter the Promotion for entry in the Draw, the entrant must;
 - be aged between 16-18 as of 1 January 2019 AND have parental or legal guardian's consent to enter OR be at least 18 years or older as of 1 January 2019; and
 - be an Australian resident; and
 - be a Member of the Manly Warringah Sea Eagles National Rugby League Club during the Promotion Period;
 - All current Members at the start of the Promotion Period including existing 2019 Members will be entered
 - Entrants who become Members during the Promotion Period at <https://membership.gomanly.com.au/>, or <https://www.seaeagles.com.au/>, or Over the phone on 02 9970 3000, or in person at the Sydney Academy of Sport, Wakehurst Parkway, Narrabeen, NSW 2101 will receive one entry in the draw
 - Family & Double Adult Memberships will receive one entry per Adult within the Membership (e.g. a family of 4 with 2 adults, 2 juniors, will receive 2 entries)
 - must be able to attend, or nominate a proxy to attend, Lottoland on Pittwater Road, Brookvale, NSW 2100 on 23 March 2019, for the Round 2 Game between the Manly Warringah Sea Eagles and Sydney Roosters to accept their Prize if they are a Prize Winner (transport to and from the Prize Winner's/proxy's residence to the game is at the Prize Winner's expense)

("Eligible Entrant")

In the case that a drawn Prize Winner cancels their Membership before collection of the Prize, or is unable to attend or participate in the event or nominate a proxy to attend the Round 2 Game between the Manly Warringah Sea Eagles and Sydney Roosters, the entrant will be deemed invalid and another entry will be drawn until an Eligible Entrant is selected as the Prize Winner. Only up-to-date, current full-priced and non-complimentary Memberships will qualify for entry in the draw. Refunded Memberships, complimentary Memberships, and cancelled Memberships are excluded from entry.

If an entrant is between 16-18 years of age, they must obtain their parent or guardian's permission prior to entering the Promotion, and the Prize will be awarded to the entrant's parent or guardian on their behalf, if they are a Prize Winner.

5. **Non-Eligibility:** Entrants are not eligible to enter the Promotion or win the Prize if they are a director or manager, player, an employee or immediate family Member of an employee of the Promoter or Mitsubishi Brookvale and Mitsubishi Australia, or a current employee of their agencies or organisations associated with the Promotion.

Section 3: Entry to the Promotion

6. When an Eligible Entrant complies with the eligibility requirements outlined in condition 4 of these Terms & Conditions they will receive the applicable number of entries in the draw.

Section 4: Draw

7. **Draw:** MDSA, an independent representative of the Promoter will conduct a computerised random draw of eligible entries at 2.00pm (AEDT) on 19 March 2019 at MDSA, Level 2, 40 Yeo Street, Neutral Bay NSW 2089. The first eligible entry drawn at random from all eligible entries received, that complies with Section 2 and 3 of these terms and conditions during the Promotion Period, will be the Prize Winner.
8. The first eligible entrant drawn will be notified by phone and in writing on 19 March 2019, and announced and awarded the Prize at the match on 23 March 2019 at Lottoland on Pittwater Road, Brookvale, NSW 2100. If the Prize Winner is under 18 years of age the Prize will be awarded to the Prize Winner's parent or guardian, or the Prize Winner's parent or guardian's nominated proxy, on their behalf.
9. The Promoter reserves the right to require the Prize Winner to provide proof of identity and/or proof of age, and to validate the entrant's details to ensure they are a current Member. Identification considered suitable for verification is at the discretion of the Promoter. If for any reason the Prize Winner is found to be ineligible they will forfeit the Prize.

Section 5: Prize

10. There is one (1) Prize to be awarded in this Promotion.
11. **Prize:** The Prize is the actual vehicle included in the advertising of this Promotion (excluding the Promotion decals), a White Mitsubishi ASX ES CVT, automatic XC2M45 and includes stamp duty, GST, registration, on road costs, CTP insurance (if applicable) and dealer delivery charges.
12. The maximum retail value of the Prize is \$25,490, inclusive of GST (based on NSW Registration).
13. **Prize Conditions:** Prize is subject to the following conditions:
 - a. **No exchange of Prize:** A Prize can be transferred to a person 18 years or over at the absolute discretion of the Promoter. However, it cannot be exchanged or redeemed for cash or any other vehicle or Prize. If for any reason, the Prize Winner cannot take the Prize and he/she does not wish to transfer the Prize, then the Prize will be forfeited.
 - b. **Ancillary Costs:** All insurances, service charges, taxes, transfers and ancillary costs are not included in the Prize unless specified, and are the responsibility of the Prize Winner.
 - c. **Taxes:** If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax. This excludes the GST payment on the purchase price of the vehicle and inclusions listed in Clause 13(e) of the Terms & Conditions.

- d. Prize Availability: The Prize, including the car and registration plates are subject to availability, and the Prize will be the car included on the promotion advertising during the Promotion Period, and on display at the ground on the day of the Prize presentation. In the event that any component of the Prize is unavailable for any reason, subject to State legislation, the Promoter reserves the right to substitute that Prize component with another Prize of equal value and the Prize Winner will be notified accordingly.
- e. The Prize includes the first 12 months NSW registration; the first 12 months NSW compulsory third party insurance and other NSW on-road costs including, stamp duty, dealership charges & statutory charges.
- f. All ancillary costs or accessories not expressly provided are the responsibility of the Prize Winner. The Prize excludes comprehensive insurance, operational costs, fuel, personal costs and any other ancillary or incidental costs related to the Prize or anything else not specifically mentioned, which is the responsibility of the Prize Winner.
- g. If the Prize Winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then they may assign the vehicle Prize to another person with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Prize Winner and an assignee. If the Prize Winner does not have a valid driver's licence the Prize Winner must nominate a registered owner for insurance purposes.
- h. The vehicle will be made available for the Prize Winner to collect from Brookvale Mitsubishi if the Prize Winner is a NSW resident, or from the Prize Winner's nearest Mitsubishi dealer if they reside in another state. All costs associated with travel to and from the applicable Mitsubishi dealership, is at the Prize Winner's own expense.
- i. The Promoter accepts no responsibility for any mechanical, body or paint repairs or maintenance of any kind relating to the Prize after the date and time of Prize collection by the Prize Winner.
- j. Date Prize to be Collected: Collection of the vehicle will be made by 26 April 2019 where a thorough handover of the vehicle will be given. The Prize Winner must make arrangements prior to collection of the vehicle in coordination with the Promotor.

Section 5: Prize Winner

- 14. Contact: The Promoter will contact the Prize Winner in writing by email and telephone on the day of the draw, 19 March 2019 to confirm his/her eligibility under these terms and conditions and to confirm whether the Prize Winner wishes to accept the Prize in its entirety including attending Lottoland on Pittwater Road, Brookvale, NSW 2100 match on 23 March 2019, for the Round 2 Game between the Manly Warringah Sea Eagles and Sydney Roosters.
- 15. The name of the Prize Winner will be published on <https://membership.gomanly.com.au/> and <https://www.seaeagles.com.au/> from 19 March 2019, for a minimum period of 28 days, and announced via EDM on 26 March 2019.
- 16. Claim of Prize: If the Prize Winner wishes to claim the Prize, the Prize Winner must confirm this fact and his/her eligibility to win under these terms and conditions by 10.00am (AEDT) on 21 March 2019. If the Prize Winner fails to do either or both of these things by the deadline, the Prize Winner will be deemed to have forfeited the Prize.
- 17. The Prize Winner or nominated registered owner, must provide a valid NSW driver's licence or NSW Roads & Maritime Services ('RMS') Customer Number, and signed, original 'Application for Registration' as supplied by the 'RMS' by 10am on 22 March 2019

18. The Prize Winner must provide proof of Comprehensive Insurance to the Promoter by 5pm on 22 March 2019.
19. The Promoter reserves the right to draw four (4) additional entries at the time of the original draw as reserves in the event of the first Prize Winner being unable to satisfy these terms and conditions or forfeiting or not claiming the Prize. If the Prize remains unclaimed or is forfeited through ineligibility or otherwise, the Promoter will attempt to contact via telephone the remaining entrants in the order they were drawn, from 11.30am (AEDT) on 21 March 2019, until an eligible Prize Winner is determined. The Promoter will make two (2) attempts to call the second drawn Member. If the Promoter cannot make contact within these attempts, then the Prize Winner will be deemed to have forfeited the Prize. This process will be repeated until a Prize Winner is confirmed
20. Prize Winner Publicity: In accepting the Prize, the Prize Winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoter. The Prize Winner further acknowledges that the Promoter reserves the right to publicise their name, address and photographs without any payment being made to them in respect of this Promotion.

Section 6: General Conditions

21. Lost, Delayed Communication: The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
22. Release: To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Prize Winner, releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the Prize or their participation in the Promotion. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. Force Majeure: Subject to State legislation the Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of the Promoter.
24. Disputes: In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
25. Privacy Notice: During the course of the Promotion, the Promoter may collect personal information in relation to entrants. This may include, but is not limited to, the names, email addresses and telephone numbers. The entrants' personal information is collected so the Promoter is able to conduct the Prize Draw and to contact and award the Prize to the Prize Winner, to publish the results of the Promotion and to publicise the Promotion.
26. Consent to use of Personal Information for Marketing Purposes: Furthermore, by entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of the information collected by the Promoter, which trades as Manly Warringah Sea Eagles. For details about who we are, how we may use your information and what your rights are under the new privacy laws, please see our Privacy Policy, which is available from the

Promoter at the address provided in Section 1, Clause 2 or online at www.seaeagles.com.au. Uses may include future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant.

27. Entrants acknowledge that all content posted on Facebook, Twitter and Instagram must be in accordance with their applicable terms.
28. This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. Entrants are providing their information to the Promoter and not to Facebook, Twitter or Instagram. Each Entrant completely releases Facebook, Twitter and Instagram from any and all liability.
29. Authorised under NSW Permit No. LTPS/18/30148, ACT TP18/02330 & SA Licence No. T18/2103.