

## TERMS AND CONDITIONS

### IGA GOAL OF THE YEAR

**March 22, 2023 – August 23, 2023**

1. Information on how to enter and the prizes form part of these conditions of entry. Participation in this competition is deemed acceptance of these terms and conditions.
2. The Promoter is Indian Pacific Limited (trading as West Coast Eagles Football Club) of 42 Bishopsgate Street, Lathlain, 6100. (ABN 31 009 178 894)(Promoter).
3. The Sponsor is Metcash Food & Grocery Pty Ltd (ABN 67-004-391-422), of 218 Bannister Road, Canning Vale, WA, 6155. ('IGA')
4. The IGA Goal of the Year competition for entrants commences at 9.00am WST Wednesday March 22<sup>nd</sup>, 2023 ends at 9.00am WST Wednesday August 23<sup>rd</sup>, 2023 (Promotional Period).
5. Participation is only open to West Australian residents. Employees (and their immediate families) of IGA and the West Coast Eagles are ineligible to participate. 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 1<sup>st</sup> cousin.
6. To constitute a valid entry into the IGA Goal of the Year Competition, entrants must select a West Coast Eagle player's name in the specified field on the specified post on the West Coast Eagles Facebook page. The entry must include one of the three West Coast Eagles players featured in the weekly Goal of the Year video.
7. Instructions on how to enter, prize details and other information contained within the promotional advertisement on the Facebook video and post form part of these terms and conditions. By participating in this promotion entrants agree to be bound by these terms and conditions.
8. Entrants must be 18 years or over at the time of making an entry in the IGA Goal of the Year competition.
9. The winner will be selected from one of the entrants of the goal determined as the best goal of the year by a West Coast Eagles player in 2023 on Wednesday August 23<sup>rd</sup>, 2023. Prior to confirming the winners, the Promoter will conduct due diligence against their entry and profile to ensure they meet the required entry criteria. Following reasonable endeavours to verify the entrant, the winner will be notified via direct message on Facebook by a representative of the Promoter. The prize is to be taken as stated and is not redeemable for cash.

10. The Prize, as provided in its entirety by the sponsor, is a \$1,000 IGA Voucher and an official match ball, signed by the player who was awarded goal of the year. The Goal of the Year prize is valued at \$1,100 ("Prize").
11. In the event that for any reason whatsoever the Nominated People do not take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize.
12. If any prize (or part of any prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
13. Prizes may not be sold or offered for sale (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original recipient or any subsequent bearer. If a Prize is sold or used in breach of this condition, the Prize may be withdrawn.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged 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 Promoters discretion. Failure by 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.
15. 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.
16. Entrants consent to the Promoter and Sponsor 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).
17. Promoter, Sponsor and associated agencies accept no responsibility for any loss, damage, accident, death or injury resulting from the promotion.
18. The Promoters' decision will be final and cannot be contested. No correspondence will be entered into. The Promoters reserve the right to limit entry or amend rules if considered necessary without notice.
19. The Promoter reserves the right to refuse to allow a winner or Nominated People to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner or Nominated People is not in the mental or physical condition

necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winners or Nominated People may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

20. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter and/or Sponsors ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, including but not limited to fraud, unauthorised intervention, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion (a) disqualify any entrant or (b) modify, suspend, terminate or cancel the Promotion, subject to any written directions given under State Regulation.
21. Except for any liability that cannot be excluded by law, the Promoter (and 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 Promoters 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 entries, or comments relating to entries, that are defamatory or malicious that may cause offence; (e) any variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) taking of a prize and participation in a prize.
22. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this promotion. Any entrant disqualified under this clause is prohibited from any further participation in the competition. The Promoters legal rights to recover damages or other compensation from such an offender are reserved.
23. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
24. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to any written direction given under State Regulation.

## General

25. The Promoter and Sponsor is bound by the following Privacy Law elements:

- a. the Privacy Act 1988 (Cth)
- b. any legislation in any Australian jurisdiction affecting privacy, Personal Information or the collection, handling, storage, processing, use or disclosure of data.
- c. any mandatory rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under them, as amended from time to time.
- d. all personal information provided will be used by the Promoter and Sponsor in accordance with their Privacy Policies and may be disclosed by the Promoter and Sponsor in accordance with their Privacy Policies (including for promotional and marketing purposes). By providing personal information you agree to such use by the Promoter and Sponsor.

26. By entering this competition, entrants confirm that they have read and agree to be bound by the Promoter and Sponsors privacy policies which can be found at:

- a) West Coast Eagles: [www.westcoasteagles.com.au/privacy-policy](http://www.westcoasteagles.com.au/privacy-policy)
- b) IGA: [www.iga.com.au/privacy](http://www.iga.com.au/privacy)