

## TERMS, CONDITIONS AND CRITERIA

The Promoter is South Australian National Football League Inc (ABN. 59 518 757 737) (“the Promoter”)

### Selection Criteria

- Winner must have purchased a 2017 Finals Series Digital Pass product via [www.sanfl.com.au](http://www.sanfl.com.au)
- Winner must be a current National Pharmacies and/or Statewide Super member.

### Prize includes:

- Prize includes two (2) Commonwealth Bank RoofClimb GameOn! Experiences at the 2017 SANFL Macca’s League Grand Final located at Adelaide Oval

### ENTRY/NOMINATION TERMS AND CONDITIONS

- Entries close midnight 17 September 2017.
- Nomination/entry into the draw is deemed acceptance of these terms and conditions.
- Acceptance of the prize by winners, is deemed acceptance of these terms and conditions.
- Paid employees of SANFL, Statewide Super and National Pharmacies and their subsidiaries, are ineligible to enter.

### SELECTION & PRIZING

- Winners must be a current National Pharmacies or Statewide Super member
- Winners will be notified w/c 18 September 2017
- Prize must be used at the SANFL Macca’s League Grand Final, 24 September 2017, at Adelaide Oval
- The prize includes two (2) Commonwealth Bank RoofClimb GameOn! Experiences at the 2017 SANFL Macca’s League Grand Final located at Adelaide Oval. Transport and travel to and from Adelaide Oval is not included.
- Prize terms are as follows:
  - Prize must be taken as stated and is not exchangeable and not redeemable for cash.
  - Prize must be taken on date specified by promoter only. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
  - The winner acknowledges and accepts that activities that form part of the prize are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions.
  - The winner/s (and their companion/s) is/are responsible for all other expenses including spending money, travel, meals (unless specified), drinks, activities (unless specified) and incidentals.
  - If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and 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.

- The prize is subject to the terms and conditions of the Provider:  
<https://roofclimb.com.au/terms-conditions/>

#### COPYRIGHT, STATUTORY GUARANTEE, WAIVER & LIABILITY

- The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called “droit moral” or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth) (Copyright Act). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.
- In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter’s ability to proceed with the Award on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Award and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
- The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this Award, or for any technical error, or any combination thereof that may occur in the course of the administration of this award including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 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 the promotion. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
- All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.

## OTHER TERMS

- The Promoter reserves the right to disqualify any individual who the promoter believes has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct. The Promoter has legal rights to recover damages or other compensation from such an offender.
- The Promoter's decision on all matters related to this Award is final and cannot be contested. No correspondence will be entered into. The Promoter reserves the right to limit entry or amend rules if considered necessary without notice.
- In accordance with the Privacy Act 1988 any personal information entrants provide will be used solely for the purposes of conducting and promoting this award, including for the purposes of identifying and notifying the winner.
- The Promoter reserves the right to re-award the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions or is subsequently found to be ineligible to receive the Award and the prizes attached to it.
- The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) as a result of taking or utilizing any prize, except for any liability which cannot be excluded by law.
- The Promoter is not responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with or utilized in this incentive scheme (Award), or for any technical error, or any combination thereof that may occur in the course of the administration of this award including any omission, interruption, deletion, defect, delay in operation or transmission, communications, internet access, network failure, theft or destruction or unauthorised access to or alteration of entries.