

## TERMS AND CONDITIONS

### WIN \$250 WITH METROSTARS' 'DESIGN OUR 2025 SEASON HOME KIT COMPETITION (COMPETITION)'

#### GAME OF SKILL

1. Information on how to enter and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. The Promoter is NORTH EASTER METRO STARS INCORPORATED (**Promoter** or **MetroStars**) ABN 24 270 676 655 of PO Box 8, Klemzig SA 5087. To contact the Promoter, please email <mailto:admin@metrostars.com.au>.

#### Competition period

3. The competition commences at 00.01 Australian Central Standard Time (ACST) on 19 June 2024 (**ACST**) ends at 23.59 ACST on 9 August 2024 (**Competition Period**).

#### Eligibility to enter

4. Entry is open to South Australian residents over the age of five (**5**) years (**Eligible Entrants**) that are junior MetroStars players or relatives of a MetroStars player. Entrants under the age of 18 years must obtain consent from their parent or guardian to enter. If a winner is under the age of 18 years, then the Promoter reserves the right in its absolute discretion to award the prize to the winner's parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as reasonably required in the circumstances.
5. Directors, management, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities and agencies associated with this competition are ineligible to enter.

#### How to enter

6. To enter, Eligible Entrants must during the Competition Period:
  - a. create a design, using the kit design template available directly from the MetroStars clubrooms or at [www.metrostars.com.au/files/ugd/596622\\_bbbb8be5c0ff4239a69d0913dfec14d6.pdf](http://www.metrostars.com.au/files/ugd/596622_bbbb8be5c0ff4239a69d0913dfec14d6.pdf) , MetroStars' home and away soccer uniform (**Kit**) for the 2024/2025 soccer season (**Season**) which is to be worn by the MetroStars' senior teams, and the junior players in that Season (**Design**);
  - b. create the Design based on these specifications:
    - i. Home Kit – Must be predominantly red and yellow, with black as an option. The Design should take inspiration from MetroStars' 30 year history. MetroStars was established in October 1994, and we started playing as the Metro Knights in 1995. See our history at <https://www.metrostars.com.au/history> for more information about MetroStars club history; and
    - ii. Away Kit – The Kit can be ANY colour apart from majority red and/or yellow. Be creative, and fun; and
  - c. submit a Design by:
    - i. emailing the Design to [competition@metrostars.com.au](mailto:competition@metrostars.com.au) **OR** hand delivering a hard copy of their Design in the MetroStars clubrooms (by handing to Maria at the bar inside the MetroStars clubrooms); and
    - ii. providing (in writing along with the Design) their full name, email address and telephone number.

7. A total of six (6) entries are permitted per Eligible Entrant subject to compliance with these terms and conditions.

### **Prize**

8. The prize is cash to the value of AUD\$250 that will be paid in cash, or by electronic funds transfer to the winner's nominated bank account (**Prize**).
9. All taxes (excluding goods and services tax (**GST**)) which may be payable as a consequence of receiving the Prize are the sole responsibility of the winner.
10. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of any winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.

### **Judging date and time**

11. Judging will take place at 7pm ACST on 12 August 2024 at TK Shutter Reserve, Fourth Avenue, Klemzig SA 5087 (**Judging Date and Time**). All entries will be judged by a panel of six (6) judges from the MetroStars committee individually on their merits based on creativity.
12. The best entry as determined by the judges in their absolute discretion will win the Prize.
13. This is a game of skill and chance plays no part in determining the winner.

### **Prize delivery**

14. The Prize will be paid directly to the winner/winners in cash, or paid or transferred to the winner's/winners' nominated bank account] within 28 days after the close of the Competition Period.

### **Prize substitution**

15. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value.

### **Winner notification**

16. The winner/winners will be notified in writing within seven (7) days of the judging taking place.
17. The name/s of the winner/winners will be published on 13 August 2024 via MetroStars' Facebook page.

### **Unclaimed Prizes**

18. All Prizes will be distributed during or after the close of the Competition.
19. If a Prize is not accepted or claimed within three months of the Judging Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will distribute any unclaimed Prizes to the next best ranking entry or entries (as applicable), as determined by the judges or the Promoter in its absolute discretion.
20. Winners of unclaimed Prizes will be notified in writing to the email address provided at the time of entry.
21. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may modify, cancel, terminate or suspend the Competition.

### **Use of Eligible Entrant's personal information**

22. Personal information including the Eligible Entrant's name, telephone number, email and the winner's nominated bank account details will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the

Competition, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).

23. By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose.
24. A copy of the Promoter's privacy policy is available at [www.metrostars.com.au/\\_files/ugd/596622\\_f170dfc132a347c1a49649a2c43bc83b.pdf](http://www.metrostars.com.au/_files/ugd/596622_f170dfc132a347c1a49649a2c43bc83b.pdf) . The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

### **Entry content**

25. Entries must be the Eligible Entrant's original work. The Promoter reserves the right to require the Eligible Entrant to verify that the entry is the Eligible Entrant's original work. If the Promoter is unable to verify that the entry is original work to its satisfaction, the entry will be deemed invalid.
26. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights. Eligible Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause 26.
27. An Eligible Entrant's entry must not include:
  - a. any image, video or voice of any other person without that person's express consent;
  - b. any content that contravenes any law; or
  - c. any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
28. By entering this Competition, Eligible Entrants grant the Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of the Promoter's business on its website, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by the Promoter, Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this clause 28.
29. By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrant's moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.
30. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

### **Social media platforms**

31. The Promoter is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the Eligible Entrants on any social media platform in connection with this Competition.

### **General conditions**

32. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.

33. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
34. The Promoter reserves the right to request verification of the age, identity and residential address of winners and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
35. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this Competition, has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
36. Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
  - 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 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 market value to that stated in these terms and conditions;
  - e. any tax implications; or
  - f. the Prize.
37. If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.