

MELBOURNE CRICKET CLUB

MCC PLUS+ CARD INDUSTRY BEANS COFFEE 50% REBATE 2023

RECITALS

- (A) The MCC Plus+ Card allows MCC members to purchase items at the MCG with their card.
- (B) The MCC intends to conduct an “Industry Beans Coffee 50% Rebate” Promotion for its MCC Plus+ Card [the **Promotion**] on the terms and conditions set out below [**Terms and Conditions**].
- (C) An “Industry Beans Product” is defined by the MCC’s database of products, maintained by Delaware North and the MCC. The MCC, in its absolute discretion, will determine which products will be included in the Promotion.
- (D) Key details for the Promotion are contained in the Reference Schedule.

TERMS AND CONDITIONS

1. Information on how to enter the Promotion form part of the Terms and Conditions. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Melbourne Cricket Club ABN 92 871 871 964 [**Promoter**], having its registered address at the Melbourne Cricket Ground, Yarra Park, Jolimont VIC 3002 [**MCG**].

Who can enter

3. As set out in Item 2 of the Reference Schedule, and subject to clause 4 below, entry to the Promotion is open to MCC members aged 18 years or over who have an activated MCC Plus+ Card and who are Australian residents [each an **Eligible Entrant**].
4. The Promoter reserves the right to request entrants provide proof of age, identity and residency prior to or following the provision of the Incentive in accordance with these Terms and Conditions. The Promoter may determine, at its discretion, what form of identification is suitable for verification.

How to enter

5. The period for the Promotion is set out in Item 1 of the Reference Schedule [**Promotion Period**].
6. To enter the Promotion, Eligible Entrants must follow the instructions set out in Item 3 of the Reference Schedule.
7. The Promoter accepts no responsibility for errors arising from use of the MCC Plus+ Card, or with lost, stolen or damaged MCC Plus+ Cards, that may affect

entry into the Promotion.

8. The Promoter reserves the right to verify the validity of entries and to disqualify any Eligible Entrant who tampers with the entry process or where the entry is not in accordance with these Terms and Conditions.
9. The Promoter's decision in relation to any aspect of the Promotion is final and binding on each Eligible Entrant. No challenge to the decisions of the Promoter will be accepted or acted upon in any way.

The Incentive

10. The Incentive available is set out in Item 4 of the Reference Schedule [the **Incentive**].
11. The Incentive will be uploaded onto the Eligible Entrant's MCC Plus+ Card within 7 days of the end of the Promotion Period, following valid entry into the Promotion.
12. The Incentive must be taken as offered and cannot be varied. The Incentive, or any part of the Incentives, are not transferable or exchangeable and must be used in accordance with the MCC Plus+ Card Terms and Conditions and Product Disclosure Statement available on the MCC Plus+ website.
13. Any ancillary costs associated with redeeming any of the Incentives are the sole responsibility of the redeeming member / Eligible Entrant.
14. The Promoter takes no responsibility if a MCC member cannot take advantage of their Incentive due to illness, incapacity or any error, malfunction or issues associated with the MCC Plus+ Card.

Exclusion of liability

15. To the extent permitted by law, the Promoter [including each of its officers, employees and agents] will not be liable for any loss, damage or personal injury [including liability in negligence] or any loss of opportunity whether direct, indirect, special or consequential arising in any way out of the entrant's participation in the Promotion or in connection with any of the Incentives. The Promoter accepts no responsibility for any tax liabilities that may arise from receiving an Incentive.
16. Except for any liability which cannot be excluded by law, the Promoter:
 - is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof in connection with this Promotion including those of vendors at the MCG where the MCC Plus+ Card may be used;
 - accepts no responsibility for any incorrect or inaccurate information, either

caused by users or by any of the equipment or programming associated with or utilised in connection with this Promotion, or by any technical error that may occur in the course of this Promotion; and

- accepts no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries or entrants' details through use of the MCC Plus+ Card.

Privacy and publicity

17. By participating in this Promotion, each entrant understands and agrees that the Promoter and its related entities may use and disclose the information provided by them in relation to this Promotion for the purpose of conducting this Promotion and for any of the purposes set out in the Promoter's privacy policy, which is available at: www.mcc.org.au/privacy.
18. An entrant can request to access, update or correct any personal information held about them by the Promoter by writing to the Customer Service Manager at PO Box 175, East Melbourne, Victoria 8002.
19. It is a condition of acceptance of any Incentive that the winner consents to the Promoter and its related bodies corporate and their agents using the winner's name, image, likeness and/or voice in promotional and other material. Without limitation, the winner consents to being filmed, photographed or otherwise recorded while taking or using any Incentive, and they consent to the Promoter copying, broadcasting or communicating to the public any such film or image anywhere in the world for an unlimited period, or allowing any third person to do so, including repeating any such broadcast, film or other recording, without compensation, for the purpose of promoting this Promotion [including any outcome] and promoting any products manufactured, distributed and/or supplied by the Promoter.

Termination

20. In the event of war, terrorism, state of emergency, venue unavailability or disaster and other events outside the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to State regulation.
21. If for any reason this Promotion is not capable of running as planned [including but not limited to] infection by computer virus, website unavailability, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion [subject to State regulation] to cancel, terminate, modify or suspend the Promotion.

Consumer Law

22. 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 2010 (Cth) as well as any other implied warranties under any similar consumer protection laws in the State and Territories of Australia.

REFERENCE SCHEDULE

Load Incentive

1.	Promotion Period	All matches at the MCG during Rounds 1-3 of the 2023 AFL Premiership Season. Offer is valid from MCC Reserve Gate Opening Time until Match Start Time.
2.	Who can enter	MCC members aged 18 or over who are Australian residents and who have an activated MCC Plus+ Card
3.	How to enter?	During the Promotion Period, purchase an Industry Beans product (as defined in these Terms and Conditions) on that MCC member's MCC Plus+ Card from any outlet selling the product in the Members' Reserve (coffee carts or cafés). There is no limit on entries per MCC member. Every purchase of an Industry Beans Product will receive the Incentive.
4.	Incentive	Receive a 50% rebate on the purchase cost of the Industry Beans Product for each purchase on the MCC Plus+ Card.
5.	Incentive notification	There will not be a formal Incentive notification. MCC members can log into their MCC Plus+ account to verify the receipt of the Incentive.