

## **MELBOURNE CRICKET CLUB & MELBOURNE FOOTBALL CLUB**

### **DUAL MEMBERSHIP MCC PLUS+ CARD LOAD INCENTIVE PROMOTION MAY 2021**

#### **RECITALS**

- (A) The MCC Plus+ Card allows MCC members to purchase items at the MCG with their card.
- (B) The MCC intends to conduct a "Load Incentive" Promotion for its MCC Plus+ Card [the **Promotion**] on the terms and conditions set out below [**Terms and Conditions**].
- (C) 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 promoters are Melbourne Football Club ABN 27 005 686 902 and Melbourne Cricket Club ABN 92 871 871 964 [together, the **Promoter**], having its registered address at the Melbourne Cricket Ground, Yarra Park, Jolimont VIC 3002 [**MCG**].

#### **Who can enter**

- 3. Entry to the Promotion is only available and open to eligible entrants described in Item 2 of the Reference Schedule..
- 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. Each Eligible Entrant may have only one entry in the Promotion Period.
- 9. 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.

10. Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person or organisation.
11. Any costs associated with accessing the internet to participate in this Promotion are the Eligible Entrant's responsibility and are dependent on the Eligible Entrant's internet service provider.
12. 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**

13. The Incentive available is set out in Item 4 of the Reference Schedule [the **Incentive**].
14. The Incentive will be uploaded onto the Eligible Entrant's MCC Plus+ Card in accordance with the timing set out in Item 5 of the Reference Schedule.
15. 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.
16. Any ancillary costs associated with redeeming any of the Incentives are the sole responsibility of the redeeming member.
17. The Promoter takes no responsibility if a 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**

18. 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.
19. 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**

20. By participating in this Promotion, each entrant understands and agrees that the Promoter/s 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](http://www.mcc.org.au/privacy) and [www.melbournefc.com.au/privacy](http://www.melbournefc.com.au/privacy)
21. 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.
22. It is a condition of acceptance of any Incentive that the Eligible Entrant consents to the Promoter and its related bodies corporate and their agents using the Eligible Entrant's name, image, likeness and/or voice in promotional and other material. Without limitation, the Eligible Entrant 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**

23. 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.
24. 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**

25. 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.

## REFERENCESCHEDULE

### **Load Incentive**

|           |                               |  |
|-----------|-------------------------------|--|
| <b>1.</b> | <b>Promotion period</b>       | From 9:00am on Monday, 10 May 2021 until 5:00pm on Friday, 28 May 2021.  |
| <b>2.</b> | <b>Who can enter</b>          | Any MCC member who: <ul style="list-style-type: none"> <li>• is an Australian resident;</li> <li>• has an activated MCC Plus+ Card; and</li> <li>• is not, as at the commencement of the Promotion Period, currently a Dual MCC/MFC Premium or Exclusive member.</li> </ul>  |
| <b>3.</b> | <b>How to enter?</b>          | Sign up to become a new Dual MCC/MFC Premium or Exclusive member through the Melbourne Football Club or MCC during the Promotion Period.<br><a href="https://www.mcc.org.au/my-mcc-membership/dual-membership-options/melbourne-football-club">https://www.mcc.org.au/my-mcc-membership/dual-membership-options/melbourne-football-club</a>  |
| <b>4.</b> | <b>Incentive</b>              | Receive A\$50 credit loaded onto the Eligible Entrant's MCC Plus+ Card   |
| <b>5.</b> | <b>Timeline</b>               | If a member signs up to become a new Dual MFC/MCC Premium or Exclusive member between: <ul style="list-style-type: none"> <li>• 9:00am on Monday, 10 May 2021 and 5.00pm on Thursday, 13 May 2021, the Incentive will be loaded &amp; ready for use at the Melbourne Football Club's Round 10 match against Carlton on 16 May 2021; and</li> <li>• 5.01pm on Thursday, 13 May 2021 and 5:00pm on Friday, 28 May 2021, the Incentive will be loaded &amp; ready for use at the Melbourne Football Club's Round 14 match against Collingwood on 14 June 2021.</li> </ul> |
| <b>6.</b> | <b>Incentive notification</b> | There will not be a formal Incentive notification. Members can log into their MCC Plus+ account to verify the receipt of the Incentive.  |