

MELBOURNE CRICKET CLUB

MCC PLUS CARD SPEND AND WIN PROMOTION (MONTHLY AND YEARLY)

RECITALS

- (A) The MCC has introduced an MCC Plus Card allowing members to purchase items at the MCG with their membership cards.
- (B) The MCC intends to conduct a "Spend and Win" Promotion for its MCC Plus Card [the **Promotion**].
- (C) There will be monthly Promotions and a yearly Promotion.
- (D) Key details for the Promotion are contained in the Reference Schedule.

TERMS AND CONDITIONS

- 1. Information on how to enter, the draw and prize details form part of these terms and conditions [**Terms and Conditions**]. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
- 2. The promoter is Melbourne Cricket Club of Melbourne Cricket Ground [**MCG**]. Yarra Park, Jolimont VIC 3002, ABN 92 871 871 964 [**Promoter**].

Who can enter

- 3. As set out in Item 2 of the Reference Schedule, and subject to clause 5 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 [**Eligible Entrant**].
- 4. The Promoter reserves the right to request entrants provide proof of age, identity and residency prior to redeeming the Prize. The Promoter may determine, at its discretion, what form of identification is suitable for verification.
- 5. Directors, officers, management and employees (and their immediate families) of the Promoter are ineligible.

How to enter

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

9. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or where the entry is not in accordance with these Terms and Conditions.

Selection of winners

10. Winners will be selected at random from the Eligible Entrants at 5pm on the dates set out in Item 5 of the Reference Schedule, in accordance with the process in Item 6 of the Reference Schedule.
11. Subject to communicating acceptance of their Prize to the Promoter in accordance with Item 6 of the Reference Schedule, the winners will be announced publicly in accordance with Item 6 of the Reference Schedule.
12. The Promoter's decision in relation to any aspect of the Promotions and, in particular, the selection of the winners, is final and binding on each Eligible Entrant (subject to acceptance of a prize by a winner). No challenge to the decisions of the Promoter will be accepted or acted upon in any way.

The Prizes

13. The Prizes available for winners are set out in Item 4 of the Reference Schedule [the **Prizes**].
14. The Prizes will be uploaded onto the relevant winner's MCC Plus Card within 28 days of the Draw Date.
15. The Prizes must be taken as offered and cannot be varied. The Prizes, or any part of the Prizes, 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 Prizes are the sole responsibility of a winner.
17. The Promoter takes no responsibility if a winner cannot take advantage of their prize 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 Prizes. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a Prize.
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 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.
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 Prize 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 Prize, 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

Monthly Competition

Yearly Competition

1.	Promotion period	12am on July 1, 2019 to 12am on March 31, 2020	12am on April 1, 2019 to 12am on March 31, 2020
2.	Who can enter	MCC members aged 18 or over who are Australian residents and who have an activated MCC Plus Card	MCC members aged 18 or over who are Australian residents and who have an activated MCC Plus Card
3.	How to enter?	During any calendar month in the Promotion period, use your MCC Plus Card to make a transaction to go into the corresponding monthly prize draw. You will receive one entry per month regardless of how many transactions you make on your MCC Plus Card.	During the Promotion period, spend a combined total of \$250 on your MCC Plus Card to go into the yearly prize draw. Subject to meeting the above threshold, you will receive one entry regardless of how much you spend on your MCC Plus Card during the Promotion Period.
4.	Prize	For each monthly draw: MCC Plus credit <ul style="list-style-type: none"> • 5 x MCC members per month will receive \$50 credit loaded onto their MCC Plus Card • 1 x MCC member will receive \$250 credit loaded onto their MCC Plus Card 	MCC Plus credit 5 x MCC members will receive \$1000 credit onto their MCC Plus card
5.	Draw date	July- August 6, 2019 August - September 6, 2019 September - October 7, 2019 October - November 8, 2019 November - December 6, 2019 December - January 7, 2019 January - February 7, 2020 February- March 6, 2020 March – April 6, 2020	Friday April 6, 2020
6.	Draw process/ winner notification	The first valid entries drawn randomly from the entries received during the Promotion Period will win the prizes (up to the numbers set out in Item 4 above). The Promoter may arrange to draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed	

		<p>invalid or a prize is unclaimed (Reserve Entrants).</p> <p>The winners will be notified by the Promoter:</p> <ul style="list-style-type: none"> • by phone; and/or • in writing by email <p>within two days of determination.</p> <p>Once a winner has communicated acceptance of the prize to the Promoter, the winner will have their name and state/territory of residence published on https://mcc.org.au/my-mcc-membership/mcc-plus/competitions for a period of 28 days.</p>
7.	Unclaimed prizes	<p>Prize claim date: 5pm on the day that is 14 days following the relevant draw date in Item 5.</p> <p>Unclaimed prize determination: 5pm on the day that is 15 days following the relevant draw date in Item 5.</p> <p>If the prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the winner can't be contacted (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the prize(s) to Reserve Entrant(s) and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize. Any winner will be notified by the Promoter:</p> <ul style="list-style-type: none"> • by phone; and/or • in writing <p>within two days of determination.</p> <p>Once the winner has communicated acceptance of the prize to the Promoter, the winner will have their name and state/territory of residence published on https://mcc.org.au/my-mcc-membership/mcc-plus/competitions for a period of 28 days.</p>