Terms and Conditions

Club Competition - Bankwest Best Seats

Entry Details:

- These Entry Details and the Full Terms and Conditions of Entry together form the terms and conditions of entry ("Terms and Conditions") for the Bankwest Best Seats competition ("Promotion"). By participating in this Promotion, each entrant ("Entrant") accepts and agrees to be bound by these Terms and Conditions.
- The promoter is WESTERN SYDNEY FOOTBALL CLUB LIMITED (ABN 15 130 190 242) of 1 Olympic Boulevard, Sydney Olympic Park, NSW 2127 ("Promoter").
- 3. Promotion commences at 11:10 am, Sunday 22 June 2025 and closes at 5:00 pm, Sunday 24 August 2025 ("Promotional Period"). All times indicated in these Terms and Conditions are AEST.
- There will be a total of 10 tickets drawn per GIANTS AFL home match during the Promotion Period (being Rounds 15, 18, 20, 22 and 24 of the 2025 AFL Series, together the "Competition Matches")).

5. This Promotion is a game of chance. All valid entries will be included in the draw upon completion of entry. The draw will be undertaken using a random win generator through the Tradable Bits platform.

6. The Winners will be

randomly drawn on the Monday prior to each of the below Competition Matches, and contacted by the Promoter via email or phone by 5pm on the relevant Monday:

- i. Round 15 Sunday June 22
- ii. Round 18 Saturday July 12
- iii. Round 20 Friday July 25
- iv. Round 22 Sunday August 10
- v. Round 24 Date T.B.C
- b. Location: ENGIE Stadium, Sydney or Corroboree Group Oval Manuka, Canberra
- 7. Entry is only open to individuals: (i) aged 18 years and over residing in New South Wales or the Australian Capital Territory, excluding directors, management, employees, officers and contractors of the Promoter and other agencies, firms or companies associated with this Promotion and their immediate families. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Full Terms and Conditions of Entry:

- 8. To participate in the Promotion, Entrants must:
 - During the Promotion Period submit a valid entry ("Entry") via the Tradable Bits form available at https://giants.afl/BankwestRd15 . To submit a valid Entry, Entrants are required to provide the following information:
 - i. First Name
 - ii. iii. Surname
 - Email
 - iv. Mobile
 - v. DOB
 - vi. Postcode
 - vii. Preferred Home Game Prize
- The Promoter's decision in relation to any aspect of the Promotion is final and binding on every Entrant. No correspondence will be entered into.
- 10. Only one (1) Entry per person is permitted per Competition Match. The Promoter reserves the right to verify the validity of Entries and Entrants (including but not limited to an Entrant's identity, age and place of residence). Incomplete or indecipherable Entries will be deemed invalid. The Promoter may, in its sole discretion, disgualify any Entry which in the opinion of the Promoter includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an Entry that is not in accordance with these Terms and Conditions or who has,

in the Promoter's opinion, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoter. This includes, but is not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple Entries. If a Winner is disqualified and has been awarded a Prize, the Promoter may, in its sole discretion, require that Entrant to return the Prize or reimburse the value of the Prize to the Promotor.

- 11. The cost of accessing the promotional website is the Entrant's responsibility and will be dependent on the Entrant's individual Internet Service Provider. Entry to the Promotion will otherwise be free of charge.
- 12. Each Winner will receive:

Giants tickets seated within Bankwest Best Seats designated area for the Giants home game following announcement of the applicable Winner, including:

- i. Premium Food and Beverage package including selected beer, wine, cider and nonalcoholic drinks: and
- ii. 1Bankwest Best Seats merchandise packages per person.

Applicable packages in (ii) and (iii) above shall be determined by the Promoter in its absolute discretion. Each ticket is Valued at AUD\$500 (incl. GST) ("Prize").

- 13. Total Prize pool of this Promotion is valued at AUD\$25000 (RRP incl. GST).
- 14. If any of the Prizes (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute any Prize (or that part of the Prize) with another prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 15. Each Winner will be notified by email and phone on the Monday prior to the Giants home game during the promotion period.
- 16. If the Prize is not claimed within 48 hours, the Promoter reserves the right to select a new Winner. The Promoter will conduct the unclaimed prize redraw on a date, time and place as determined by the Promoter and the Winner(s) of that redraw will be notified in the same manner as would have been required under the original draw process.
- 17. Travel and accommodation costs are not included in the Prize. The Winner is solely responsible for any costs or travel expenses incurred by the Winner when redeeming and participating in the Prize.
- 18. The Prize is as stated and cannot be varied or transferred or exchanged for cash or goods. If, for any reason whatsoever, the Winner does not take an element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the Prize. Prize values are the recommended retail value and are correct at time of publication.
- 19. The Promoter accepts no responsibility for any variation in the value of any part of the Prizes. To the extent permitted by law the Promoter makes no representations or warranties as to the suitability of the Prizes; and no compensation will be payable if, for any reason, a Winner is unable to use the Prizes as stated.
- 20. Time and Date of the Prize will be determined at the sole discretion of the Promotor.
- 21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 22. It is a condition of accepting a Prize that the Winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the Winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media and the Winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.
- 23. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

- 24. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees").
- 25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and any other parties associated with this Promotion (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of or in relation to: (a) this Promotion; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) any Entry or Prize claim 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; (e) any variation in Prize value to that stated in these Terms and Conditions; and (f) any tax liability incurred by a Winner or Entrant; or (g) redemption of and/or participation in a Prize.
- 26. As a condition of accepting a Prize, a Winner may be required to sign legal documentation as and, in the form, required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
- 27. All Entrants in the Promotion, including each Winner, provide a release and indemnity to the Promoter and its officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter or its officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the Entrant including the Winner in relation to the Promotion or the Prize or part thereof.
- 28. The release and indemnity in clauses 25 and 28 (each a "Commitment") is given by each Entrant (including the Winners) in favour of the Promoter. It is acknowledged that:
 - a. the Commitment is given by each Entrant and the Winner for the benefit of the Promoter with the intention that the Promoter is entitled to rely on and enforce the Commitment;
 - b. the benefit of the Commitment is held by the Promoter on its own behalf; and
 - c. the Promoter may enforce and recover under the Commitment.
- 29. All Entries become the property of the Promoter. The Promoter collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://www.gwsgiants.com.au/privacy-policy. The Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All Entries become the property of the Promoter. Unless specified otherwise, the Promoter may disclose Entrant's personal information to any entity outside of Australia (see Promoter's Privacy Policy for details).
- 30. This Promotion is governed by the laws of New South Wales. All Entrants submit to the jurisdiction of the courts of New South Wales.
- 31. Winners and their guests must comply with the terms and conditions (including conditions of entry) or all individual prize and service providers (including the ENGIE Stadium Conditions of Entry).