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Australian Women's Football Fund

Terms and Conditions

By applying for a grant to the Australian Women's Football Fund (**Grant**), you agree to the following terms and conditions (**Terms and Conditions**).

1. Information on how to enter forms part of these Terms and Conditions of entry.
2. The promoter is Australian Football League (ABN 97 489 912 318) of 140 Harbour Esplanade, Docklands, Victoria, 3008 (03) 9643 1999 (**Promoter**). Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).
3. Entry is open to individuals, not-for-profit community football clubs, football teams and organisations across Australia who are seeking funding to:
 - (a) enable and grow women's football;
 - (b) pay for expenses specifically relating to women's football teams including registration fees, playing kits, team uniforms, tools of trade and/or safety equipment;
 - (c) support the inclusion of women as players, coaches, umpires and/or administrators;
 - (d) support the inclusion of female indigenous and female multi-cultural communities; and
 - (e) run forums or information/education sessions for administrators involved with women's football,**(Eligible Entrants)**.
4. Eligible Entrants can apply for a Grant between 1 January 2020 and 31 March 2020 (**Application Period**).
5. To apply for a Grant, Eligible Entrants must during the Application Period, download, print and complete the Australian Women's Football Fund application form found on the AFLW's website (womens.afl) (**Application**) and send to the Head of Women's Football at AFL, GPO Box 1449N, Melbourne, 3001.
6. All Eligible Entrants agree to their Application, in full or part, being published and attributed to them in the event they are selected as a recipient for a Grant.
7. The Promoter reserves the right, at any time, to invalidate any entries (and entrants who submit or cause those entries to be submitted) which it reasonably suspects have been submitted: (a) using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information; (b) through the use of multiple identities, email addresses or accounts; and/or (c) in any way in contravention of these Terms and Conditions.
8. Incomplete, illegible or incorrect entries, or those which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, will be deemed invalid.



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9. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
10. The Promoter reserves the right, at any time during, or after the closing date of the Application Period, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. Applications are deemed to be received at the time of receipt into the Promoter's database and not at the time of completion by the Eligible Entrant. Any cost associated with applying for a Grant is the Eligible Entrant's responsibility.

JUDGING

12. The Promoter will appoint a panel of judges for each Application Period. The Judges will review each Application and select, in their absolute discretion, Applications that they judge to be the most deserving.
13. The judging will take place at 9am at AFL House, 140 Harbour Esplanade, Docklands, Victoria, 3008 on 2 April 2020. There will be multiple winners, with the number of winners determined by the judges (**Winners**). The Judges' decision is final, and no correspondence will be entered into. The Winners' names will be published on the AFLW website and AFLW social media pages from the day that the Winners are selected.
14. All Eligible Entrants who apply for a Grant will be notified of the Judges' decision no later than thirty (30) days after the Application Period.
15. It is a condition of accepting the Grant, that the Winners must comply with all the conditions of use of the Grant, including providing the AFL with a testimonial in respect of how the Grant has been utilised, including images where possible, to demonstrate the application of the Grant, which the Winners agree may be published and attributed to them.
16. The Australian Women's Football Fund Grant consists of:
 - (a) a financial grant of a sum determined by the judges in their absolute discretion; and
 - (b) promotion of the Winner on the AFLW website and AFLW social media pages.
17. If for any reason a Winner does not take the Grant or any part of the Grant at the time stipulated by the Promoter, then the Grant or that part of the Grant cannot be transferred, exchanged or redeemed for cash.
18. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - (a) to disqualify any Eligible Entrant; or



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- (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the AFL (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion or accepting or using the Grant.
 20. The Promoter reserves the right to request that a Winner provides proof of identity prior to awarding the Grant. Identification considered suitable for verification is at the discretion of the Promoter. A Winner may be required to sign any form required by the Promoter including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the Grant.
 21. In the event that a Winner is unable to be contacted, and all methods of communication are unsuccessful, or a winner does not respond to the Promoter's initial communications within one (1) month, a judgement for any unclaimed Grant may take place on 3 May 2020 at the same time and place as the original judgement, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing on the day of the selection and the Winners' names will be published on AFLW's website.
 22. Should an Eligible Entrant's contact details change during the Application Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
 23. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error that may occur in the course of the administration of this promotion. The Promoter assumes 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.
 24. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
 25. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
 26. Grants are subject to any conditions imposed by the supplier or organiser of the Grants, as applicable.



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27. If due to any reason whatsoever the Promoter becomes aware after an Eligible Entrant has won a Grant that the Eligible Entrant has not complied with these Terms and Conditions, that Eligible Entrant will have no entitlement to the Grant, even if the Promoter has announced him/her as the winner and that Eligible Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Grant.
28. The Promoter accepts no responsibility for any tax implications that may arise from the Grant winnings. Independent financial advice should be sought. Where the operation of this promotion results in, for GST purposes, supplies being made for non-monetary consideration, Eligible Entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
29. Each Eligible Entrant must ensure that any other person whose details have been provided by the Eligible Entrant to the Promoter for the purposes of the Eligible Entrant's participation in this promotion has given their implied or express consent for their details to be provided to the Promoter and any of its related companies and to be contacted by the Promoter or any of its related companies in relation to this promotion.
30. Eligible Entrants acknowledge that the promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Twitter, Pinterest, Instagram or any other social media platform whatsoever. Any information provided as part of the promotion is provided to the Promoter and not to the relevant social media platform. Entry is deemed acceptance of the terms and conditions of any relevant social media platform's terms and conditions including but not limited to Facebook's terms and conditions of use and related rules on www.facebook.com. Eligible Entrants completely release any relevant social media platform, including but not limited to Facebook, from any and all liability in connection with this promotion.
31. Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).
32. All entries and materials submitted to the Promoter in connection with this promotion (in any form including without limitation in hard copy or electronic form) become and remain the property of the Promoter and each Eligible Entrant warrants it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials. The Promoter may collect Eligible Entrants' personal information in order to conduct the promotion. If the information requested is not provided, the Eligible Entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each Eligible Entrant also agrees that the Promoter, the Promoter's employees, related companies and agents, including but not limited to the AFL, may use this information, in any media for future promotional purposes, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages and telephoning the Eligible Entrant.
33. All personal information you provide will be used by the AFL in accordance with our Privacy Policy available at www.afl.com.au/privacy and may be disclosed by the AFL in accordance with the AFL's Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the AFL.
34. The promotion is governed exclusively by the laws of Australia.



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35. By submitting an Application you indicate you have read and agree to be bound by the AFL Privacy Policy: <http://www.afl.com.au/privacy>.



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