

Clangers for Good – Terms and Conditions 2021

These Terms and Conditions together with the Guidelines at Appendix A apply to all Eligible Entries. By entering, you agree to be bound by these Terms and Conditions and the competition guidelines.

DEFINITIONS

Clanger - defined by the AFL and measured by Champion Data

A clanger is an error made by a player resulting in a negative result for his/her side. Disposal clangers are any kick or handball that directly turns the ball over to the opposition. Frees & 50 metre penalties against, No Pressure Errors, dropped marks, and debits are all included in clangers.

Eligible Entrant - Community Club:

Means an entity licensed or authorised to field a team in an Australian football league, excluding the 18 AFL clubs licenced to play in the Toyota AFL Premiership Season and 14 AFLW clubs licensed to play in the NAB AFLW Premiership Season.

Clangers for Good is a joint promotion between:

1. Australian Football League ACN 004 155 211 of 140 Harbour Esplanade, Docklands, Victoria, 3008 (the AFL)
 2. AAI Limited t/as AAMI ABN 48 005 297 807 of Level 28, Brisbane Square, 266 George Street, Brisbane, Queensland, 4000 (AAMI)
- ((together, the Promotor)

PARTICIPATION

3. This competition ("Competition") is conducted by Australian Football League (AFL) ACN 004 155 211 of 140 Harbour Esplanade, Docklands, Victoria, 3008 ("the Promoter") and AAI Limited t/as AAMI ABN 48 005 297 807 of Level 28, Brisbane Square, 266 George Street, Brisbane, Queensland, 4000 ("the Promoter").
4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.
5. All entries will be received by the AFL and sent to a third-party agency, Engage Interactive Pty Ltd, ABN **15 611 855 219** who will manage the Promotion.
6. Competition entry commences on Friday 26 March 2021 and closes at 11.59pm AEST on Tuesday 23 June Except as otherwise stated, all times are Brisbane time (the Entry Period).

ENTRY

7. To enter the Competition, an Eligible Entrant / Community Club must, during the Entry Period:
 - a) go to the Competition Website www.afl.com.au/clangersforgood
 - b) complete all required fields in the web entry form including, but not limited to, personal details, club details, location, phone and email address.

To enter, tell us in 100 words or less why your club deserves the AAMI “clanger cash” and what it would do for your club and local community.

- c) agree to participation in media relations;

- d) opt in, during the entry process to receive communications and be contacted by the Promoter and support agencies;
 - e) tick the box to confirm you have read and agree to these Competition Terms and Conditions; and
 - f) once completed, hit the submit button to submit entry.
8. The entry submitted will be transferred from the AFL to Engage Interactive Pty Ltd ABN **15 611 855 219** (the Promotion Agency). The Promotion Agency has been engaged by the Promotor for the purpose of managing the Promotion.
 9. AAMI will receive shortlisted entries from The Promotion Agency for the purpose of selecting the fortnightly winning club. AAMI will only receive the club name and the entry submission.
 10. All winning clubs will be contacted by Promotion Agency to confirm the entry details and prize fulfilment. However, AAMI will select the winning club for each fortnight, communicate to the winning clubs and manage the transfer of prize money.
 11. Once the competition ends, the Promoter's and the Promotion Agency will delete all data relating to this Competition.
 12. It is a condition of entry that Eligible Entrants consent to receive communications from the Promoter and its related companies, and do not opt out during the Entry Period.
 13. Entries must be received by the Promoter during the Entry Period. Entries will be deemed received at the time that the Promoter is satisfied that all necessary requirements have been met and not at the time of submission by the Eligible Entrant. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or delays or failures in any equipment or telecommunication services used to administer this Competition.
 14. Cost of entry via the internet is free, but internet connection and usage rates may apply. Eligible Entrants should obtain details of such costs from their service providers.
 15. Eligible Entrants must create their own entry and only submit an entry in their own name. Entries that are found to have been derived from third party work will be considered invalid and, if awarded a prize, the prize must be returned to the Promoter. Each Eligible Entrant indemnifies the Promoter and its associated companies and agents for any claims, costs, expenses, penalties or damages they incur from reproducing, publishing or otherwise using any works subsequently found to have been derived in any way from any third party works.
 16. Each Eligible Entrant warrants and agrees that:
 - a. they have created the entry themselves;
 - b. they will not submit material that is unlawful, obscene, defamatory, derogatory, abusive, harmful to any person or entity, or otherwise inappropriate or offensive; and
 - c. they have not granted rights to their entry to any other person which is inconsistent with the rights granted to the Promoter under these Terms and Conditions.
 17. Each Eligible Entrant acknowledges and agrees that the Promoter (and each of its assignees and licensees) has the right, in its absolute discretion, to edit, amend, copy, reproduce, use, publish, broadcast and communicate to the public, the entry in any media including television and the internet, without any further consultation, reference, payment or other compensation. Each Eligible Entrant also agrees that they will not make any claim against the Promoter (or its assignees and licensees) arising from the exercise of these rights, including claims in relation to any moral rights that they may otherwise have.

18. The Promoter(s) may, in its absolute discretion, declare an entry invalid or disqualify any entrant that tampers with the entry process or benefits from such tampering, submits an entry that is incomplete or not in accordance with these conditions, or otherwise acts in a manner that is disruptive, dishonest or calculated to jeopardise the fair and proper conduct of this Competition.
19. The Promoter(s) reserves the right to require an entrant to verify the validity of their entry within the requested time, including but not limited to an entrant's identity, eligibility, age and address and to disqualify any entrant who does not satisfy any entry criteria in these conditions. Errors and omissions may be accepted at the Promoter's discretion. Proof considered suitable for verification is at the Promoter's discretion.

JUDGING AND PRIZE(S)

20. This Competition is a game of skill and chance plays no part in determining the winner(s).
21. AAMI, The Promoter will judge entries to determine fortnightly winners. All decisions are at the sole discretion of the Promoter. Valid entries will be judged from Wednesday 21 April 2021 until Tuesday 23 June 2021 when entries close.
22. AAMI The Promoter, will donate \$10.00 AUD for every Clanger from Round 8 which is scheduled to commence on Thursday 6 May 2021 through to Round 23 (19 August 2021) during the 2021 Toyota AFL Premiership season.

SCHEDULE INCLUDE WINNING CLUB ANNOUNCEMENT AND CLANGERS FOR WEEKS.

Entries open Friday 26 March 2021			
6 - 9 May	Rd 8	Announce winning club 1	Club 1
20-23 May	Rd 10	Announce winning club 2	Club 2
27 -30 May	Rd 11		Club 2
3-6 June	Rd 12	Announce winning club 3	Club 3
10-13 June	Rd 13		Club 3
17 – 20 June	Rd 14	Announce winning club 4	Club 4
24-27 June	Rd 15		Club 4
Entries close Tuesday 23 June			
1-4 July	Rd 16	Announce winning club 5	Club 5
8-11 July	Rd 17		Club 5
15-18 July	Rd 18	Announce winning club 6	Club 6
22-25 July	Rd 19		Club 6
29 Jul – 1 Aug	Rd 20	Announce winning club 7	Club 7
5-8 Aug	Rd 21		Club 7
12-15 Aug	Rd 22	Announce winning club 8	Club 8
19-22 Aug	Rd 23		Club 8

23. The total prize pool will be a maximum of \$120,000, capped at \$15,000 for each winning club. \$10 will be awarded for every Clanger during the winning club's date allocation, calculated by Champion Data. Each club will receive up to a maximum amount capped at \$15,000 per club.
24. The Promoter takes no responsibility for any variation in a prize's value due to exchange rate changes or otherwise.

25. Any additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the responsibility of the winner.
26. No compensation will be payable if a winner is unable to take any element of a prize as stated, or does not satisfy any conditions of use for any element of the prize (including conditions imposed by event organisers or staff, or other prize providers, such as health, behavior, age and safety requirements), for whatever reason. Any part of a prize that is not taken for any reason is forfeited and no compensation will be provided.
27. If a prize (or part of a prize) is unavailable for any reason, the Promoter may, in its absolute discretion, substitute alternative goods or services of equal or higher value. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of prize) is unavailable for any reason.
28. Other than as expressly stated in these conditions, a prize is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another prize, except at the Promoter's discretion.

PRIZE WINNER(S)

29. The eight (8) winning clubs will be announced fortnightly from Thursday 6 May until Thursday 12 August 2021. Winning clubs will be notified by email and by phone using the details provided in their online entry within 2 business days.
30. On behalf of the Promoter, the Promotion Agency, will be responsible for the managing the distribution of prize money to the winning clubs.
31. The Prize can only be awarded to a club that is licensed or authorised to field a team in an Australian football league (Eligible Entrant). If the winning club is unable to verify their identity, they will automatically forfeit the prize and it will be awarded to a runner-up.
32. If: (i) a prize is not claimed by a winner or the Promotional Agency has been unable (despite reasonable efforts) to successfully contact the winner within 2 business days; or (ii) a winner is determined by the Promoter to be ineligible to win a prize in accordance with these conditions, the relevant prize will be forfeited and instead awarded to the next Eligible Entrant. Any resulting winner(s) will be notified by as above. That process will be repeated if required.
33. The winning club will be required to provide their bank account details, which will be collected by the Promotional Agency in order to facilitate the bank transfer. The relevant bank account must be in the name of the winning club and not a third party. The Promotional Agency will be the only party to receive the winning clubs bank details.
34. The promoter and any related third-party companies and affiliates will not be liable for any loss related directly or indirectly to the prize, including should the winning club provide incorrect or incomplete bank account details.

GENERAL

35. If for any reason this Competition is not capable of running as planned, or is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, weather event, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend the Competition, or invalidate any affected entries.
36. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether

caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); or (v) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.

37. All of the Promoters' decisions in relation to all aspects of this Competition are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
38. A winner accepts a prize at their own risk. Any tax liability arising as a result of accepting a prize is the responsibility of the winner. Independent financial advice should be sought.
39. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or a prize, including without limitation: (i) any indirect, special, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death. To the extent that such liability cannot be excluded by law, it is limited to the minimum allowable by law.
40. The winner(s) must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding winning a prize, free of charge, and consent to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional material in any media at any time without notification or compensation, financial or otherwise.

PRIVACY STATEMENT AND MARKETING CONSENT

41. Entrants' personal information is collected by or on behalf of the AFL to enable the Promoter's and its agents to manage, administer and promote the Competition and, where applicable, publicise the winner(s). The personal information may also be provided to other parties assisting the Promoter, including prize suppliers and deliverers, marketing agencies and IT providers, media outlets and related companies. The Promoter will disclose entrants' personal information and/or collect personal information about entrants from persons overseas to engage in its business functions and activities and for the purposes detailed in a statement published at both www.aami.com.au and www.afl.com.au and on Channel 7. The personal information will be stored for the period of the competition and then deleted. By participating in the Competition, Eligible Entrants consent to these uses and disclosures of their personal information.

42. If an Eligible Entrant does not provide the personal information the Promoter requires, the Promoter may not be able to enter them into the Competition. All personal information is handled in accordance with these Conditions and the AFL's Privacy Policy. Information about how to access or correct the personal information that the Promoter holds about you, or complain, can be found in the Promoter's Privacy Policy available online at AFL & AFL Club Privacy Policy - AFL.com.au and www.aami.com.au/privacy.html