

We Are Melbourne Sports Centres #BeYourBest Competition: Terms & Conditions

BY SUBMITTING YOUR COMPETITION ENTRY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.

The following terms and conditions must be read carefully:

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Melbourne Sports Centres (State Sports Centres Trust). (ABN 16 374 471 008) of 30 Aughtie Drive, Melbourne, Vic, 3206 ("Promoter").
3. Entry is only open to residents of Victoria, Australia. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
5. Promotion commences at 9am EST on 24/07/19 and ends at 11:59pm EST on 21/08/19 ("Promotional Period")
6. To enter, eligible individuals must enter within the competition form box provided, in 50 words or less, what it means to them to be their best. Entries must be received during the Promotional Period.
7. Multiple entries are permitted.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Incomplete or indecipherable entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The judging will take place at the end of the promotional period, with judging occurring by Friday 23rd August, 2019. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
12. The winner will be notified via email and/or phone number (as provided in the form).
13. This is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on the creativity of their entry.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The best entry of the promotional period, as determined by the judges, will win a 5 year inclusive membership with Melbourne Sports Centres – MSAC (at the MSAC Facility) as it exists from the date of the promotional period ending (24th August, 2019) along with a \$2,000 travel voucher.
16. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
17. If for any reason a winner does not respond to Melbourne Sports Centres within a 7 day period, the prize will be offered to the next eligible winner.
18. The prize winner will be offered the opportunity to join the Melbourne Sports Centres – MSAC Performance Membership for a duration of 5 years from the commencement date. The membership will commence on the date the winner signs the membership agreement and is subject to the Melbourne Sports Centres – MSAC Performance Membership terms and conditions and is subject to such conditions in choosing to claim the prize.
19. Terms and conditions surrounding the use of the 5-year membership will be provided upon claiming the prize in the centre. The prize must be redeemed (and membership commenced) within 4 weeks of the promotional period.
20. The 5-year membership prize is subject to the Melbourne Sports Centres – MSAC membership remaining as it stands within the promotional period. Should the nature of the Melbourne Sports Centres – MSAC membership change or deviate in any way from the entered into agreement, Melbourne Sports Centres reserve the right to terminate the membership.
21. If the prize winner does not arrange to pick up the prize (or an element of the prize) within 4 weeks of the promotion period, then the prize (or that element of the prize) will be forfeited.
22. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
23. Total prize pool value is AU\$1,1540 (5-year membership as per membership offering as of 24th July, 2019, \$159 per month; equating to \$9,540 + the \$2,000 travel voucher).
24. Prize(s), or any unused portion of a prize, is / are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. Pick up for the prize will be discussed with each prize winner. Melbourne Sports Centres will organise for the prize to be redeemed at a time agreeable to both parties at 30 Aughtie Drive, Albert Park, Melbourne, Victoria (Melbourne Sports Centres – MSAC venue location).

26. When an entrant submits any materials via the promotion including comments, answers to promotional questions, recordings and images ("Content"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
27. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
28. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
29. 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.
30. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
31. Any cost associated with accessing/using the Internet is the entrant's responsibility and is dependent on the Internet service provider used.
32. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
33. By entering this competition you agree to opt in to future marketing and communications from Melbourne Sports Centres.
34. 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 State and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use/taking of a prize.
36. As a condition of accepting a prize, a winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
37. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
38. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.