

The Adelaide Strikers WIN A JEEP promotion

Terms and Conditions of Entry

1. Participants and compliance with terms

- 1.1 The following terms and conditions (**Terms and Conditions**) apply for the Adelaide Strikers WIN A JEEP promotion (**Promotion**).
- 1.2 The promoter is the South Australian Cricket Association Incorporated (ABN: 94 694 912 780) of Level 2, Riverbank Stand, Adelaide Oval, War Memorial Drive, North Adelaide, SA 5006 (**Promoter**).
- 1.3 The prize sponsor is FCA Australia Pty Ltd ABN 23 125 956 505 of 437 Plummer Street, Port Melbourne VIC 3207 (**Prize Sponsor**).
- 1.4 The entrant is any individual who either:
 - (a) is in attendance with a promotional card provided by the Prize Sponsor at the relevant Game (as that term is defined below) displaying the number "4" on one side and the number "6" on the other side (**Jeep 4 & 6 Card**) at one of the following Adelaide Strikers' games:
 - (i) Wednesday, 21st December 2016 (Adelaide Strikers v Brisbane Heat);
 - (ii) Saturday, 31st December 2016 (Adelaide Strikers v Sydney Sixers); or
 - (iii) Friday, 6th January 2017 (Adelaide Strikers v Hobart Hurricanes),
at Adelaide Oval, War Memorial Drive, North Adelaide, SA 5006 (collectively, **Games**); or
 - (b) has entered the 'Online Entry Draw',
and who has otherwise complied with these Terms and Conditions (**Entrant**).
- 1.5 Entry is open to residents of Australia who are 18 years and over. Employees and their immediate families of the Promoter and its agencies associated with this Promotion are ineligible to enter. For the purpose of these Terms and Conditions, "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.
- 1.6 Information on how to enter the Promotion, the prize and other details contained within promotional advertisements form part of these Terms and Conditions.
- 1.7 Entries not completed in accordance with these terms and conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

2. Method of Entry

AT GAME ENTRY

- 2.1 Grab a Jeep 4 & 6 Card upon entry to the ground. Any attendees at the Games displaying a Jeep 4 & 6 Card in the seating bowl within the stadium at Adelaide Oval will have the chance to be randomly selected by the Promoter to take part in the 'Final Round' (as that term is defined at clause 2.3) with a chance to win a Jeep.
- 2.2 At each of the Games two (2) spectators displaying a Jeep 4 & 6 Card will be randomly selected from the crowd (via the camera crew) to take part in the 'Final Round' with a chance to win a Jeep.
- 2.3 Those persons successful in being randomly selected at a Game will be notified in person by the Promoter to attend the Adelaide Strikers v Melbourne Renegades game on Monday, 16th January 2017, where they will take part in a game of chance at Adelaide Oval (**Final Round**).

ONLINE ENTRY DRAW

- 2.4 Online entry to the Promotion commences on Wednesday, 21st December 2016 at 5.00pm (CST) and concludes at midnight (CST) on Monday, 9th January 2017 (**Registration Period**).
- 2.5 During the Registration Period online Entrants must register their details (including name, address, email address and mobile telephone number) by fully completing the online entry draw at URL www.adelaidestrikers.com.au/jeep (**Registration Process**).
- 2.6 The Entrant must ensure that the Registration Process is completed during the Registration Period.

- 2.7 Entries will be deemed accepted once the Registration Process is completed.
- 2.8 The Promoter takes no responsibility for lost, late or misdirected entries.
- 2.9 Any cost associated with accessing and completing the Registration Process (including, without limitation, accessing the website) is the Entrant's sole responsibility.
- 2.10 The Registration Process is transmitted over the internet. Entrants acknowledge that although encrypting precautions are taken, the internet is not a secure medium and that the Promoter is not responsible for the security of entries.
- 2.11 Incomplete, incorrect or incomprehensible details will, at the sole and absolute discretion of the Promoter, invalidate entry into the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 2.12 The Promoter reserves the right, at any time, to verify the validity of entries and Entrants and disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

GENERAL – METHOD OF ENTRY

- 2.13 Only one online entry per person will be accepted.
- 2.14 An Entrant can only be selected once pursuant to clause 2.2.
- 2.15 If an Entrant is selected pursuant to clause 2.2, that person is ineligible to enter this Promotion online and any previous online entry will be deemed void.

3. Prize

- 3.1 The prize is a car as follows:
 - Item: Vehicle
 - Status: New
 - Make: Jeep
 - Model: Jeep Renegade Longitude 1.4L petrol, automatic transmission.The prize includes 12 months registration, stamp duty and dealer delivery and is valued at up to \$35,957 drive away (**Prize**).
- 3.2 For the avoidance of doubt, the Prize does not include car insurance, choice of colour to be determined by Jeep, petrol or any other costs or additional features not stated.
- 3.3 The Prize is not transferable, exchangeable or redeemable for cash. Prize value is in Australian dollars inclusive of GST and is based on the recommended retail value of the Prize at the time of printing. The Promoter accepts no responsibility for any variation in the value of the Prize. If the Prize is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the Prize for a prize of equal value and/or specification. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the Prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use the Prize as stated.
- 3.4 The Prize winner must hold a valid Australian drivers licence in order to use/operate the Prize.

4. How to Win the Prize

Part 1 – ONLINE ENTRY DRAW

- 4.1 On 10am Tuesday 10th January, 2017 a random electronic draw will be conducted at Adlab 87 Kensington Road, Norwood SA to select two (2) entries that have completed the Registration Process and contact those persons by phone to their nominated mobile telephone number providing directions for those persons to participate in the 'Final Round' promotion.
- 4.2 In the event that an Entrant is unable to attend the 'Final Round', at the time and date stipulated they may appoint a person in writing to the Promoter, over the age of 18, to act as their proxy.
- 4.3 A total of two (2) online entries will be drawn to participate in the Final Round.

Part 2 – RANDOM ‘AT GAME’ SELECTION

- 4.4 At each of the Games two (2) spectators displaying a Jeep 4 & 6 Card will be randomly selected from the crowd to take part in the ‘Final Round’ with a chance to win a Jeep.
- 4.5 In the event that an Entrant is unable to attend the ‘Final Round’, at the time and date stipulated they may appoint a person in writing to the Promoter, over the age of 18, to act as their proxy.
- 4.6 A total of six (6) at Game entries will be selected to participate in the Final Round.

Part 3 – THE FINAL ROUND

- 4.7 The eight (8) persons successful in progressing to the Final Round (being two (2) online entries and six (6) at Game entries), will be notified in person by the Promoter to attend the Final Round at the Adelaide Strikers v Melbourne Renegads game on Monday, 16th January 2017, where they will take part in the Final Round being a game of chance at Adelaide Oval, North Adelaide, SA 5006 (**Final Round Participants**).
- 4.8 Each Final Round Participant will randomly select one (1) set of keys (total 8). Final Round Participants will then, one at a time, attempt to open the vehicle using the key selected. The person with the key which opens the vehicle will win the Jeep.

Prize

- 4.9 The winning individual will be notified of such win either in person or by phone call at the end of the promotion and in writing by email after the promotion (within 48 hours). The winner's name will be published on the Promoter's website (www.adelaidestrikers.com.au) by Monday, 24th January 2017 and remain on the website for a minimum of twenty eight (28) days. The winner will also be announced and their details published via the Promoter's social and digital media channels on www.facebook.com/adelaidestrikers.
- 4.10 The Promoter's decision on the Promotion winners is final and no correspondence will be entered into.
- 4.11 The Promoter may in their absolute discretion deem the “winning” entry invalid subsequently to the winner being notified or the winner’s name being announced if it is discovered that the winner did not enter the Promotion in accordance with these Terms and Conditions. In those circumstances, the Promoter reserves the right to randomly select the winner from the Final Round Participants (as that term is defined above) (but excluding the previous “winning” entry). The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the result.
- 4.12 It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and Prize Sponsor’s requirements.
- 4.13 Entrants and/or their proxies consent to the Promoter using the Entrants and/or their proxies 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 the Promotion (including any outcome), and promoting any products or materials manufactured, distributed and/or supplied by the Promoter or the Prize supplier.

5. Other terms

- 5.1 As a condition of accepting the Prize, the winner may be required to sign 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.
- 5.2 Entrants and/or their proxies that participate in the Final Round acknowledge and consent to photographs and electronic images being taken of them during the Final Round. Such photographs and electronic images are owned by the Promoter and the Promoter may use the photographs for promotional or other purposes without the Entrants and/or their proxies further consent being necessary and for no payment or other consideration.
- 5.3 Without limiting any other clause, the winner or its proxy will allow their name and likenesses to be used by the Promoter with any broadcast, print media, point of sale material, newsletters and other media without any compensation.
- 5.4 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 within 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

- competition and recommence it on such conditions as the Promoter requires, subject to any relevant Legislation.
- 5.5 The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in this promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
 - 5.6 The Promoter (their associated agencies and companies) and the Prize sponsor will not be liable for any misadventure, accident, injury, death, loss (including but not limited to consequential loss) or claim that may occur in the implementation of this Promotion or with the use of the Prize.
 - 5.7 The Promoter reserves the right, at any time, to verify the validity of entries, Entrants and any other persons submitting entries (including a person's identity, age and place of residence). Identification, age, residency and entry considered suitable for verification is at the discretion of the Promoter.
 - 5.8 The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
 - 5.9 If the 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, and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
 - 5.10 Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, the Promoter (including its officers, employees and agents) and the Prize Sponsor (including its officers, employees and agents) exclude all liability (including negligence), for any personal injury, death or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's and/or the Prize Sponsor's control); any theft, unauthorised access or third party interference; 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 and/or the Prize Sponsor; any variation in Prize value to that stated in these Terms and Conditions; any tax liability incurred by any Entrant; any Prize; or use of the Prize. In these Terms and Conditions, 'Consumer Guarantees' means the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended from time to time, or other similar legislation of a state or territory of Australia.
 - 5.11 To the extent permitted by law, Entrants agree to indemnify and hold harmless the Promoter and the Prize Sponsor and each of their agents, instrumentalities, officers and employees and to keep them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from any breach by the Entrant of these Terms and Conditions and any award, acceptance, use of or participation in, any component of a Prize, including any personal injury suffered by the winner in using the Prize.
 - 5.12 The Promoter's decision in relation to any aspect of the Promotion is final and binding on every individual who enters the Competition and no correspondence will be entered into.
 - 5.13 The Promoter may require the winner to partake in media exposure, including but not limited to future promotional, marketing and publicity without any further reference, payment or other compensation.
 - 5.14 The Promoter may also use the name of the winner for promotional purposes without compensation, except where a winner advises the Promoter otherwise than when accepting the Prize.
 - 5.15 By entering the Promotion, unless the Promoter is otherwise advised, Entrants consent to the Promoter using their personal information for facilitating the Promotion, awarding the Prize and future similar promotional, marketing and publicity purposes and disclosing that information to its related bodies corporate and contractors for those purposes.
 - 5.16 The Promoter collects personal information (**PI**) for the purpose of conducting this Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes surrounding this Promotion. Entry is conditional on providing this PI. The Promoter will use and handle PI as set out in its privacy policy, which can be viewed at www.adelaidestrikers.com.au

(Privacy Policy). In addition to any use that may be outlined in the Promoter’s 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. In order to do this, the Promoter may share the Entrant’s details with its service providers who are contract-bound to protect the Entrant’s privacy. 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. More information can be obtained by calling 08 8300 3800 during office hours. A request to access, update or correct any PI should be specifically directed to the Promoter at strikers@adelaidestrikers.com.au.

- 5.17 The conduct of the Promotion and these Terms and Conditions are governed by the laws of South Australia. By submitting an entry, the Entrant submits to the exclusive jurisdiction of the courts of South Australia.
- 5.18 SA permit number: T16/1769