



## **Gillette ProGlide Precision AFL Kick and Win Promotion 2014**

### **Terms and Conditions**

By entering the "Gillette ProGlide AFL Precision Engineered Kick and Win Promotion 2014" (the "**Competition**"), you are agreeing to the following terms and conditions:

#### **1. STANDARD TERMS**

- 1.1 Information on how to enter forms part of the terms of entry. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.

#### **2. WHO CAN ENTER?**

- 2.1 Subject to clause 2.2, entry is open to all residents of Australia who are 18 years of age or older, who are able to attend the 2014 Toyota AFL Grand Final at the Melbourne Cricket Ground on Saturday 27 September 2014 and have purchased any Gillette Proglide product to the value of \$20.
- 2.2 Directors, management, employees and their immediate families of Yahoo!7 Pty Limited (the "**Promoter**"), Procter & Gamble Australia Pty Ltd (the "**Sponsor**"), Gillette Australia Pty Ltd, Mnet Mobile Pty Ltd and their families, associated agencies and companies are not eligible to enter.

#### **3. HOW TO ENTER**

- 3.1 The Competition commences on Monday 18 August 2014 at 09:00 (AEST) and concludes on Monday 15 September 2014 at 23:59 (AEST) (the "**Competition Period**").
- 3.2 In order to enter, an entrant must:
- (a) Purchase any Gillette ProGlide product to the value of \$20 and retain the receipt as proof of purchase, and
  - (b) Go to [www.yahoo7.com.au/gilletteproglide](http://www.yahoo7.com.au/gilletteproglide) during the competition period and register their first name, surname, email address, phone, address, suburb, state, postcode, gender, date of birth and barcode(s) from their Gillette ProGlide product(s). Entrants must agree to the Terms and Conditions to submit their entry.
  - (c) Be able to attend the 2014 Toyota AFL Grand Final at the Melbourne Cricket Ground on Saturday 27 September 2014.
- 3.3 All entrants will be included in the Game of Chance Minor Prize Draw to receive the Minor Prize package as detailed in clause 4.2. Minor Prize winners will then participate in a Game of Skill (refer to clauses 5.9 to 5.16) to determine the winner of the Major Prize Package as detailed in clause 4.2.
- 3.4 Entrants in the Competition may enter once per product spend per day and must retain their product purchase receipt.

- 3.5 The time of entry will be the time at which the completed online entry form is received by the Competition's online database. Entrants will be presented with a confirmation page once the completed entry is submitted successfully by the entrant. Entries received outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.
- 3.6 The Promoter reserves the right in its sole discretion to reject bulk entries which it considers to have been generated using software to generate multiple entries and to disqualify any entrant who it believes has tampered with the entry process.

#### 4. **PRIZES**

- 4.1 There will be one (1) major winner (the "**Major Winner**") and five (5) minor winners (the "**Minor Winners**").
- 4.2 The prizes (the "**Prize**") consist of:

PRIZE	DESCRIPTION	RRP (incl GST)
<b>1 x Major Prize</b>	<p><b>3-YEAR TOYOTA AFL GRAND FINAL AT THE MELBOURNE CRICKET GROUND PACKAGE (2015, 2016 and 2017)</b></p> <p>For winner and 11 friends (12 people total) includes:</p> <ul style="list-style-type: none"> <li>• Return economy class airfares for 12 from winners nearest Australian Capital city to Melbourne including all airline and airport taxes (\$28,800.00)</li> <li>• Return coach transfers from airport to accommodation (\$2,500.00)</li> <li>• 1 night 4* accommodation Melbourne in 6 x twin share rooms (at the promoters discretion) (\$7,200.00)</li> <li>• Corporate box for 12 at the 2015, 2016 and 2017 Toyota AFL Grand Final at the MCG including: (\$138,600.00) <ul style="list-style-type: none"> <li>○ 12 stadium entry tickets</li> <li>○ Two VIP car-parking spots under the stadium</li> <li>○ Canapés on arrival</li> <li>○ Superb three-course meal served from the buffet</li> <li>○ Continuous service of premium beverages</li> <li>○ Private steward service</li> <li>○ Afternoon tea (or supper for night games) served at half-time</li> <li>○ Complimentary AFL Record per person</li> <li>○ Closed-circuit television and private amenities</li> </ul> </li> </ul> <p><b>PLUS – 25 YEAR AFL SILVER MEMBERSHIP</b></p> <ul style="list-style-type: none"> <li>• 25-year AFL Membership for winner and 3 friends (4 people total) for winners choice of club* of support to attend Home and Away matches only (\$72,900.00).</li> </ul> <p>*West Coast Eagles Club support is not available to residents of WA due to extensive reserved seat waiting lists for the West Coast Eagles</p>	\$AUD250,000.00
	<b>TOTAL MAJOR PRIZE VALUE (Max Value)</b>	<b>\$AUD250,000.00</b>
<b>5 x Minor Prizes</b>	<p>All 5 Minor Prize Winners are contestants selected to kick for their chance to win the major prize who will receive (see clause 5.12 for Minor Prize Winner exclusions):</p> <p><b>TOYOTA AFL GRAND FINALPACKAGE 2014</b></p> <ul style="list-style-type: none"> <li>• Return economy class airfares for 2 (kicker and a friend) from winners nearest Australian Capital city to Melbourne. If the Minor Prize Winner resides in Victoria, flight and airport taxes and private airport</li> </ul>	\$AUD7,582.00

	transfers do not form part of the prize \$2,700.00 <ul style="list-style-type: none"> <li>• All airline and airport taxes \$272.00</li> <li>• Return private transfers from airport to accommodation \$400.00</li> <li>• 2 nights 4* accommodation at Rendezvous Grand Hotel Melbourne (or similar) twin share \$650.00 (Check in 26 Sept – Check out 28 Sept)</li> <li>• Daily breakfast \$140.00</li> <li>• Admission and reserved seating for 2 to the 2014 Toyota Toyota AFL Grand Final at the MCG (Saturday 27 September 2014) plus admission for 2 to the Grand Final Breakfast at Crown Palladium (Saturday 27 September 2014) \$3,420.00</li> </ul>	
	<b>TOTAL MINOR PRIZE VALUE (Max Value)</b>	<b>\$AUD37,910.00</b>

**Total Prize pool value is A MAXIMUM OF \$AUD287,910.00 (including GST).**

Prize values are based upon the recommended retail prices and are correct as of Wednesday 9 July 2014. The Promoter accepts no responsibility for any change in Prize value between now and the end of the Competition Period.

- 4.3 The Winners agree they will not sell or otherwise provide their story and/or photographs which are in any way associated with this promotion to any media or other organisation.
- 4.4 Prizes are not transferable nor exchangeable for cash. Winners should seek independent financial advice about any tax implications that may arise from the Prize winnings.
- 4.5 In participating in the Prize, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition. The Winner agrees to grant the Promoter and the Sponsor a perpetual and non-exclusive licence (including the right to sub-licence) to use their name and such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use.
- 4.6 In the event that a part of the Prize is no longer available, subject to regulations, the Promoter reserves the right to substitute prizes in its discretion to the same and equal recommended retail value.
- 4.7 The Sponsor is solely responsible for the fulfilment of the Prize.
- 4.8 Unless expressly stated in these terms and conditions all other expenses related to the Prize become the responsibility of the Winner.
- 4.9 The Promoter encourages the responsible consumption of alcohol as stated in the Australian Guidelines found at [http://www.nhmrc.gov.au/files\\_nhmrc/publications/attachments/ds10-alcohol.pdf](http://www.nhmrc.gov.au/files_nhmrc/publications/attachments/ds10-alcohol.pdf).

**5. HOW TO WIN**

- 5.1 Each entrant who has entered the Competition during the Competition Period in accordance with clause 3.2 of these Terms and Conditions will be entered into the random draw. The first five (5) entries randomly drawn from the pool of entrants will be the Minor Prize Winners.
- 5.2 An additional ten (10) entrants will be drawn as back up contestants to participate in the Kick and Win Game to determine the winner of the the Major Prize Package detailed in clause 4.2. These additional contestants will be numbered 1 through to 10 in the order they are drawn and will be contacted in that order

- should any of the initial five (5) Minor Prize Winners be unable to meet the requirements stated in clause 5.15.
- 5.3 In the event that one of the first five (5) Minor Prize Winners cannot be contacted or does not respond by 17:00 AEST Friday 19 September 2014, is unable to or does not wish to attend the Contest or is ineligible to take part in the Contest then a backup Minor Prize Winner may be used to replace them. The backup Minor Prize Winner will be selected in order of priority from 1<sup>st</sup> to 10<sup>th</sup> additional entrants drawn and the selection will be witnessed by a qualified scrutineer.
  - 5.4 The additional ten (10) entrants will not be contacted unless they are required to participate in the Kick and Win Game. None of the ten (10) additional entrants will have any claim to any prize package unless they are contacted by the Promoter and agree to participate in the Kick and Win Game. The additional entrants details will not be published unless they become a Minor Prize Winner.
  - 5.5 The draw will be conducted by Mnet Mobile Pty Ltd at Level 1, 16 Anster Street, Adelaide, SA 5000 on Tuesday 16 September 2014 at 10:00 (AEST).
  - 5.6 The Minor Prize Winners will be notified by a phone call on the day of the draw and an email advising the Winner of their Prize will also be sent within two (2) days of the draw using the contact details provided in their entry.
  - 5.7 The Minor Prize Winners' details will be published from 10:00 (AEST) on Wednesday 17 September 2014 at [www.yahoo7.com.au/gilletteproglide](http://www.yahoo7.com.au/gilletteproglide).
  - 5.8 The Promoter reserves the right to request that Winners provide proof of age and/or identity prior to awarding the Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.
  - 5.9 The five (5) Minor Prize Winners must be able to attend the Toyota AFL Grand Final at the Melbourne Cricket Ground in Melbourne, Victoria, on Saturday 27 September 2014.
  - 5.10 The Five (5) Minor Prize Winners will get their chance to participate in the Kick and Win game at the Toyota AFL Grand Final Day 2014 on Saturday 27 September 2014 to determine the winner of the Major Prize.
  - 5.11 The exact format/details of the Kick and Win game may not be disclosed until 2 hours prior to the Kick and Win Game attempt.
  - 5.12 Minor Prize Winners will not be permitted to take any practice or warm-up attempts on the day of their kick. However, this does not prohibit them from practising kicks prior to the day but without any knowledge of the actual contest format.
  - 5.13 A standard size AFL football of regulation size and weight will be used and will be provided by the Promoter on the day of the kick and win game.
  - 5.14 Minor Prize Winners can make their own choice of footwear including AFL boots if they wish.
  - 5.15 Excluded Minor Prize Winners
    - (a) Any current or former Professional or Semi Professional Rugby League, Rugby Union, Association Football (Soccer), Australian Rules or American Football players or any player of the aforementioned sports who have represented their country, county or state at any level under 16 or played in a National League (defined as the Top Four divisions in any country).

- (b) Employees or family members of employees of VCG, The Assured or agencies involved in this contest.
  - (c) No proxy can take the kick on the Major Prize Winner's behalf. If the selected contestant cannot take part then a reserve would be randomly selected via the same selection process as stated in clause 5.3 (random draw) and the original contestant forfeits all rights to the Minor Prize Package and participation in the Kick and Win Game.
  - (d) If a Minor Prize Winner does not attend the Toyota AFL Grand Final Day there will be no replacement or proxy provided and the Minor Prize Winner will forfeit all claim to any Prize Package.
- 5.16 Each kick will be videotaped in full from the point the ball is placed, the ball being kicked and the flight towards the target, clearly showing the ball coming to rest.
- 5.17 The Promoter's decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
- 5.18 It is a condition of accepting a Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.19 If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with 5.3.
- 5.20 The Major Prize is won on skill and chance will play no part in the determination of the Major Prize Winner.
- 5.21 Subject to state regulations, if any Minor Prize remains unclaimed for more than three (3) months after the draw date in 5.4 an unclaimed prize draw will be conducted by Mnet Mobile Pty Ltd at Level 1, 16 Anster Street, Adelaide SA 5000 on Tuesday 16 December 2014 at 10:00 (AEDT). For clarity, unclaimed prize winners will only receive the Melbourne travel and accommodation component of the prize package as they will not be able to participate in the Toyota AFL Grand Final element of the prize. The Winner/s will be notified by a phone call on the day of the draw and an email advising the Winner of their Prize will also be sent within two (2) days of the draw and their details published at [www.yahoo7.com.au/gilletteproglide](http://www.yahoo7.com.au/gilletteproglide) from Wednesday 17 December 2014.
- 5.22 It is a condition of accepting a Prize that the Winners must comply with all the conditions of use of the Prize and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the Prize supplier prevail.

## **6. NO LIABILITY**

- 6.1 Any costs associated with entering this promotion or claiming Prizes (such as internet service charges) are the responsibility of the entrant.
- 6.2 Subject to any restrictions in law and subject to clause 6.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the relevant Prize.
- 6.3 The Promoter, the Sponsor and their associated agencies and companies will take no responsibility for Prizes damaged or lost in transit, or late, lost or misdirected mail.

- 6.4 The Promoter, the Sponsor and their associated agencies and companies will not be liable for any misadventure, accident, death, injury, loss (including but not limited to indirect, special or consequential loss), damage or claim suffered or brought by an entrant:
- a) at the drawing of the Competition;
  - b) in their participation in this Competition or in any Prize;
  - c) as a consequence of late, lost or misdirected mail;
  - d) as a result of failure to comply with any of these terms and conditions; or
  - e) due to the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person.
- 6.5 The Promoter, Sponsor and their affiliates accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 6.6 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available or to cancel, terminate, modify or suspend the Competition, subject to state legislation.
- 6.7 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 Competition 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 Competition and recommence it from the start on the same conditions, subject to state legislation.

## **7. PROMOTER'S DETAILS**

- 7.1 The Promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000.
- 7.2 The Sponsor is Procter & Gamble Australia Pty Ltd (ABN 91 008 396 245) of Level 4, 1 Innovation Road, Macquarie Park, NSW 2113.
- 7.3 By entering this Competition, you agree to the Promoter collecting, using and disclosing your personal information for the purpose of conducting and promoting this Competition, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which you acknowledge you have read and agree to. This privacy policy contains important information regarding how the Promoter handles your personal information, including how you can access and/or correct your personal information, or make a complaint about the handing of your personal information. Additionally, by ticking the relevant opt-in box/es, you agree to the Promoter and its trusted business partners, related entities and external service providers (collectively "Third Parties") using your personal information for research and profiling purposes and for the purpose of

- sending you information about products and services made available by the Promoter or Third Parties (which information you may opt-out of receiving), and you agree to the Promoter disclosing your information to such Third Parties in connection with such purposes.
- 7.4 Sponsor will collect, use and disclose winner's personal information to enable it to deliver prizes. It may provide winners' personal information to third parties such as those responsible for delivering prizes to winners. If the personal information requested is not provided, Sponsor may not be able to deliver prizes to winners. A request to access, update or correct any personal information held by the Sponsor, and any complaints about how Sponsor handles your personal information should be directed to The Privacy Officer, Procter & Gamble Australia Pty Ltd, Level 4, 1 Innovation Road, Macquarie Park, NSW 2113, by phone on 02 8864 5000 or by email to [fmau.im@pg.com](mailto:fmau.im@pg.com). A copy of Sponsor's privacy policy is available at [www.pg.com/privacy/english/privacy\\_notice.shtml](http://www.pg.com/privacy/english/privacy_notice.shtml).
- 7.5 AFL Authorisation Code: GFAFL14/169.
- 7.6 ACT permit number: TP 14/02657, NSW permit number: LTPS/14/06021, SA permit number: T14/1389, VIC permit number 14/4787