**Football West Best of the West May 2021 Competition**

**Details, Terms and Conditions**

**11 June 2021**

By participating in the Competition, you agree to be bound by these terms and conditions (**Terms**). These Terms consist of “Part A – Competition Details” and “Part B – General Terms and Conditions”.

If an entrant (**you**) does not accept these Terms, you must not participate in the Competition and will not be eligible for any prizes offered in the Competition.

**PART A – Competition Details**

|  |  |
| --- | --- |
| **Promoter** | Football West Limited (ABN 25 109 919 324) |
| **Competition** | Football West Best of the West May 2021 |
| **Eligible Entrants** | The Competition is Open to Registered Volunteers from Football West Clubs in Western Australia who are nominated by themselves or another person who are shortlisted by the Football West staff |
| **Maximum number of entries** | One entry per person |
| **Competition Period** | Start Date: 11 June 2021 12:01pm AWST  Close Date: 18 June 2021 3:00pm AWST |
| **Entry Method** | To Enter the Competition you must be selected as part of the First XI of Volunteers by Football West from the pool of eligible entrants. |
| **Judging Date** | All entries will be judged by 18 June 2021 3:00pm at the offices of Football West at 1 Prospect Place, West Perth 6004, Australia, by Football West staff. |
| **Judging Criteria** | The Competition is judged upon the number of public shares of the post made on the Football West Facebook page at the Judging Date at 18 June 2021 3:00pm |
| **Winner Determination** | The winner is the person who is the subject of the post which has received the most public shares on Facebook at the Judging Date and Time  In the event of a tie the winner will be determined by the number of likes on the post on the Football West Facebook.  If a tie still exists after the first tiebreaker then the winner will be determined by the drawing of lots. |
| **Prize** | The winner will receive $250 in the form of a pre-paid debit card and their associated club will receive a $1000 voucher for services from Computing Australia Group. |
| **Total Pool Value for Prize** | $1250 |
| **Winner Notification** | The winner will be notified by email by 22 June 2021 |
| **Claim Period** | The winner will have until 6 July 2021 (Two weeks after the above) to respond and claim the prize.  If the winner does not claim the Prize by this date, the winner will forfeit the Prize |
| **Unclaimed Prize** | If, after making all reasonable attempts, Football West cannot contact the winner or if the winner does not claim the prize within the Claim Period, Football West may, at its sole discretion, award the prize to the entrant that was next ranked at the Judging Date. |
| **Prize Delivery** | The prize will be delivered by mail to a nominated address of the winner |
| **Undelivered Prize** | If the Prize is returned to Football West for whatever reason, Football West may, at its sole discretion, re-deliver, re-distribute or retain the returned Prize. |
| **Publicity** | The winner must, at Football West’s reasonable request, participate in all promotional and publicity activities (such as photography and filming) surrounding the winning of the Prize, and the winner consents to Football West using his or her name and photos in promotional material |
| **Third Party Platform** | The Football West Best of the West May 2021 competition is hosted on the website of Facebook. You acknowledge that the use of this third party platform is subject to the terms and conditions of that platform, including any privacy policy applicable to that platform.  Facebook will collect your personal information. |

**Part B – General Terms and Conditions**

1. **How To Enter** 
   1. To enter the Competition, Eligible Entrants must follow the Entry Method during the Competition Period as set out in Part A.
   2. An entry is deemed to be accepted at the time the entry is received by Football West (and not at the time of submission by the entrant).
   3. Football West accepts no responsibility for any lost, delayed, misdirected, undelivered or unreceived entries for whatever reason, including for any technical reason. Proof of delivery of the entry is not proof of receipt by Football West.
   4. There is no entry fee and no purchase is required to enter this Competition.
2. **Valid Entries** 
   1. Entries on behalf of another person or joint submissions are not allowed.
   2. You may submit up to the Maximum Number of Entries as set out in Part A. If you submit multiple entries in excess of the permitted maximum, only the entry or entries most recently submitted (up to the permitted maximum) will be accepted.
   3. Football West reserves the right to verify the validity of entries and entrants at any time. This includes requiring an entrant to provide Football West with proof of age, identity and/or residency, using suitable identification as determined by Football West at its sole discretion.
   4. Football West may disqualify any entrant, if Football West considers at its sole discretion, that the entrant has breached any part of these Terms, tampered with the entry process or engaged in any improper conduct calculated to jeopardise the fair and proper operation of the Competition (including acting in a disruptive or harassing manner).
3. **How To Win** 
   1. The Competition is a game of skill, and chance plays no part in determining the winners.
   2. All entries will be judged on the Judging Date in accordance with the Judging Criteria as set out in Part A.
   3. The judges' decision is final and no correspondence will be entered into.
4. **Prizes** 
   1. The winners will be awarded the prizes as set out in Part A.
   2. Prizes may be subject to additional supplier’s terms and conditions.
   3. Prizes may not be transferred, offered for resale, resold, or redeemable for cash.
   4. The winner is responsible for any tax implications arising from the prize winnings.
   5. If for whatever reason a prize (or any part of it) is unavailable at the time the winner is announced, Football West reserves the right to substitute any prize (or any part of it) for an item of similar value. Football West accepts no responsibility for any variation in the value of the prize (or any part of it).
5. **How Winners Will Be Notified** 
   1. The winners will be notified on the date and in the manner as set out in the Winner Notification section in Part A.
   2. If the prize has not been accepted or claimed within the Claim Period as set out in Part A, the relevant winner’s entry will be deemed invalid, and Football West will, at its sole discretion, redistribute or retain the prize in the manner as set out in the Unclaimed Prize section in Part A.
   3. Football West will deliver the prizes in accordance with the Prize Delivery section as set out in Part A.
   4. To the maximum extent permitted, Football West accepts no responsibility for lost, delayed, damaged, undelivered, misdirected, or unreceived prizes or mail. Football West may, in its sole discretion, re-deliver, re-distribute or retain any undelivered or returned prize.
6. **Privacy and Use of Your Personal Information** 
   1. Football West collects your personal information for the purpose of conducting its business and the Competition (including determining and notifying the winners).
   2. Football West will use and handle your personal information in accordance with its Privacy Policy, as set out in www..ffa.com.au/privacy (as updated from time to time).
   3. Football West may also publish the name, company/organisation and suburb of the winners on Football West website at [www.footballwest.com.au](http://www.footballwest.com.au) and its various social media pages.
7. **Your Obligations** 
   1. When participating in the Competition, you must comply with these Terms and all applicable laws and regulations, including intellectual property, privacy, antidiscrimination and criminal laws.
   2. Without limiting the previous paragraph, you must not submit any content or material that:
      1. infringes the copyright, moral rights, privacy rights or confidentiality rights of any third party;
      2. contains any virus or other damaging material; or
      3. is inappropriate, defamatory, abusive, obscene, vulgar, offensive, involves unlawful discrimination, threatens, intimidates or harasses any person.
   3. You warrant to Football West that:
      1. you are eligible to participate in the Competition in accordance with these Terms; and
      2. to the best of your knowledge, all details provided with the entry are true and accurate.
   4. A breach of the warranty set out in this condition will result in the entry being invalid.
   5. You indemnify Football West (and will keep Football West indemnified) against all losses, damages and costs incurred by Football West arising from or in connection with your breach of the above warranties.
8. **Intellectual Property** 
   1. You grant Football West a worldwide, non-exclusive, royalty-free, licence-fee-free, sub-licensable, transferable, perpetual and irrevocable licence to use, copy, store, reproduce, modify, adapt, make derivative works of, display, publish, distribute, perform, broadcast, communicate, commercialise, and exploit the content and materials you submitted as part of your entry (including your name, comments and photograph) for any purpose (including promotional, marketing or publicity purposes).
   2. You agree that Football West and its authorised licensees may do (or omit to do) any acts in respect of your content which may otherwise constitute an infringement of your moral rights. Without limiting the foregoing, you agree that Football West may fail to attribute you as the author of the content, and that Football West may publish an edited or adapted version of your content, for legal, editorial or operations reasons.
9. **No Warranty** 
   1. Football West does not guarantee that access to the Competition website (if any) will be uninterrupted or that it is free from viruses or anything else which may damage any computer which accesses the Competition website or any data on such a computer.
   2. Football West makes no representation or warranty in relation to any of the prizes (including quality, suitability or merchantability).
   3. Nothing in these Terms 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).
   4. To the maximum extent permitted by law, Football West excludes all liability (including negligence) in respect of any loss, expense, damage, personal injury suffered by any person arising out of or in connection with this Competition, including submitting an entry or accepting/using any prize.
10. **General** 
    1. Football West may, in its sole discretion and at any time, update, change or modify these Terms. Such change shall be effective immediately upon posting to this webpage.
    2. If for any reason this Competition (or any aspect of it) is not capable of running as planned due to an event beyond the control of Football West, including by reason of weather, natural disasters, infection by computer virus, communications network failure, or unauthorised intervention, Football West reserves the right, in its sole discretion, to cancel, terminate, modify, suspend or postpone the Competition (or any aspect of it).
    3. Any queries regarding the Competition should be directed to info@footballwest.com.au or 6181 0700 during normal business hours in Perth WA, Australia.
    4. These Terms are governed by the laws of Western Australia, Australia. Each entrant unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia, Australia.