

Condensed terms: Visit [australianunions.org.au/footy\\_tipping](http://australianunions.org.au/footy_tipping) for full terms. Open to residents of Australia who are current financial members of an ACTU affiliated union or, for retirees, who were financial members as of the date of their retirement. Entry is subject to website terms at [www.footytips.com.au/join/?ff=terms](http://www.footytips.com.au/join/?ff=terms).

Winners notified by email within 2 business days and published online at [australianunions.org.au/footy\\_tipping](http://australianunions.org.au/footy_tipping). Competition opens on 08/03/19 at 09:00 AEDT and closes on 30/09/19 at 11:59 AEST. Winners will be the Eligible Entrants with the highest number of points as determined at the Promoter's premises on 01/10/19 at 11:00 AEST. In the case of a tie or unplayed match, the website terms will apply. The Promoter is The Australian Council of Trade Unions (ABN 67 175 982 800) of Level 4/365 Queen Street Melbourne VIC 3000. The winner of the ME Everyday Transaction Account (ETA) with a \$1,000 deposit must open their account within fourteen (14) days of first being notified or provide details of their ETA if they already hold one. ME will deposit the prize into the Account no later than thirty (30) days after the Account has been opened. Before opening an ETA, consider if this product is appropriate for you. Fees, charges, terms and conditions apply. ME's normal account opening requirements apply, however there is no fee to open the account. The prize is not redeemable for cash. Members Equity Bank Limited, Level 28, 360 Elizabeth Street, Melbourne, Vic, 3000. ABN 56 070 887 679. Authorised under: NSW Permit No. LTPS/19/32633.

**The Australian Council of Trade Unions  
AFL & NRL Footy Tipping  
Terms and Conditions**

**General**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

**Who can enter**

3. Subject to clauses 4 and 5, entry is open to residents of Australia who are current financial members of an ACTU affiliated union or, for retirees, who were financial members as of the date of their retirement and have fulfilled the requirements set out below ('Eligible Entrants').
4. If an entrant is under 18 years, they must have their parent or guardian's consent to enter this promotion. The Promoter reserves the right to request this consent in writing.
5. Employees, and their immediate families, of the Promoter and associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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. The Promoter is The Australian Council of Trade Unions (ABN 67 175 982 800) of Level 4/365 Queen Street Melbourne VIC 3000 (**'Promoter'**).

#### **How to enter**

6. Eligible Entrants may enter this competition by:
  - 6.1. Registering online, whilst registrations are accepted, at <http://www.footytips.com.au> or reactivating a previous account, agreeing to the conditions of entry (at <http://www.footytips.com.au/join/?ff=terms> (**'Website Terms'**));
  - 6.2. Searching for the ACTU / ME NRL or AFL (**'Codes'**) tipping competitions; and then
  - 6.3. Entering the password 'union' and completing the steps as set out on the Website.

#### **Determination of winners**

7. Once registered, entrants may submit tips during the Promotional Period for a given match in a round for either the NRL or AFL codes that they have registered for, up to the date and time cut off specified on the Website for each match. Points will be awarded for successful tips and in accordance with the Website Terms. Points are not awarded in relation to finals games for either code.
8. If a tip is not submitted or a match does not proceed, the points awarded will be per the Website Terms.
9. The winners will be the Eligible Entrants with the highest number of points as determined at the Promoter's premises on **01/10/19** at **11:00am** AEST. Should an entrant be found to not meet the eligibility criteria set out in these Terms and Conditions, the Promoter will immediately determine an alternative winner, being the Eligible Entrant with the next highest number of points.
10. If there is a tie between two or more entrants, the winner for each Code will be determined in accordance with the Website Terms, i.e.: In the case of a tie the winner will be determined by:
  - 10.1. Each entrant's Accumulative Margin for the season;
  - 10.2. where entrants have identical Scores and identical Accumulative Margins, the entrant with the lowest Round Margin for the last Round within the Season will be ranked highest; and
  - 10.3. In the case of a further tie, the entrant who first initially registered to participate (either in a current Season or in a previous Season) has the higher rank.

#### **Dates of entry and notification**

11. The competition commences on **08/03/19** at **09:00am** AEDT and closes on **30/09/19** at **11:59pm** AEST ('Promotional Period').
12. The winners will be notified by email within 2 business days of determination and their names will be published online at [australianunions.org.au/footy\\_tipping](http://australianunions.org.au/footy_tipping) for 28 days.
13. Prizes will be sent within 8 weeks.
14. In the event that an original winner is unable to accept their prize for whatever reason, or the prize is unclaimed, within three (3) months of the results being determined, the Promoter will award that prize to the Eligible Entrant who would have been deemed the prize winner had the original prize winner not participated in the Promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
15. The winners of any further determination will be notified by email within 2 business days of determination and their names will be published online at [australianunions.org.au/footy\\_tipping](http://australianunions.org.au/footy_tipping) for 28 days.

#### **Number of Entries permitted**

16. All entrants may enter once only and may only enter in their own name.

#### **Prize on offer**

17. Total prize value is (up to) \$2,000. There will be one winner from each Code. Each winner will receive a \$1,000 *Everyday* Transaction Account from ME.
18. If the Promoter is unable to contact the winner to claim fulfilment the prize will be awarded in accordance with clause 14.
19. The winner of the ME *Everyday* Transaction Account with a \$1,000 deposit must open their account within fourteen (14) days of first being notified or provide details of their ETA if they already hold one. ME will deposit the prize into the Account no later than thirty (30) days after the Account has been opened. Before opening an ME *Everyday* Transaction Account, consider if this product is appropriate for you. Fees, charges, terms and conditions apply. ME's normal account opening requirements apply, however there is no fee to open the account. The prize is not redeemable for cash. Members Equity Bank Limited, Level 28, 360 Elizabeth Street, Melbourne, Vic, 3000. ABN 56 070 887 679.

#### **Further Terms and Conditions**

20. The Promoter (subject to State and Territory legislation) reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of

the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

21. The Promoter reserves the right in its sole discretion (subject to State and Territory legislation) to disqualify any individual who the Promoter has reason to believe has breached any of these 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 are reserved.
22. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
23. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
24. The Promoter reserves the right to rejudge the winner (subject to State and Territory legislation) in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
25. The Promoter's decision (subject to State and Territory legislation) in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

**Copyright, Statutory guarantees, Waiver and liability**

26. The Australian Council of Trade Unions and its related entities collects entrants' personal information for the purpose of conducting and promoting this competition (including

but not limited to determining and notifying winners) and for related purposes which would reasonably be expected without your permission. We do not sell personal information to other organisations. We may disclose personal information to essential service providers who provide services in connection with our products and services. You may request access to your personal information by writing to The Privacy Officer, Legal Compliance Department, The Australian Council of Trade Unions

27. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
28. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
29. Nothing in these Terms and Conditions limit, exclude or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("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.
30. 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 of a prize.
31. Authorised under: NSW Permit No. LTPS/19/32633.