

GAME DAY SURFBOARD – Terms and Conditions

Auction and Promoter

1.1. By participating in the Game Day Surfboard (**Auction**) and in consideration for the opportunity to win the Auction, each bidder agrees to be bound by and observe these Terms and Conditions. The placement of a bid in the Auction is deemed acceptance of these Terms and Conditions.

1.2. The promoter and conductor of the Auction is Cure for MND Foundation Inc t/a FightMND (ABN 62 740 350 704) (**Promoter, FightMND**) for the charitable benefit of Fight MND.

Bidding

2.1. Participation in the Auction is open to permanent residents of Australia aged 18 years or over.

2.2. The Auction is a silent auction and will be conducted by emailing auction@fightmnd.org.au (**Auction Email Address**).

2.3. The bidding period for the Auction commences Wednesday 18 September 2019 (10:00am) and closes at Thursday 26 September 2019 (10:00am) (**Bidding Period**).

2.4. The Auction is restricted to registered bidders only. To register for the Auction, bidders must email their bid and other relevant details to the Auction Email Address.

2.5. The Promoter may also conduct further screening of bidders, including requesting additional documentation on bidders' ability to make payment.

2.6. The Promoter and Fight MND reserve the right to reject a request to bid or to cancel already approved bids in their sole discretion.

The Auction Items

3.1 The auction items will include a signed surfboard containing various AFL personalities signatures (**Auction Items**). The bidder who bid the highest amount (in Australian dollars) in the Auction at the conclusion of the Bidding Period (the **Auction Winners**) for the relevant Auction Item will receive that Auction Item.

3.2 The Auction Winners will be announced by Sunday 29 September 2019 and will be sent an invoice for their winning bid by FightMND, detailing their payment methods. The Auction Winner must pay the total amount of winning bid by one of Fight MND's approved payment methods within 14 days of the conclusion of the Auction and in accordance with the payment instructions on the invoice. If this condition is not complied with, the Promoter reserves the right to award the relevant Auction Item to the next highest bidder.

3.3. The proceeds from this Auction are for the benefit of Fight MND to be applied for charitable purposes. Fight MND is a registered charity with the Australian Charities and Not-for-profits Commission and holds a charitable fundraising licence.

3.4. The Promoter and/or FightMND accepts no responsibility for any variation in the value of the Auction Items. The Auction Items are not transferable or exchangeable. The Auction Items are not redeemable for cash and must be taken as offered. If for any reason the Auction Winner does not take an element of the Auction Items during the stated period and on the conditions stipulated by the Promoter or any third party, that element of the Auction Items will be forfeited and cash will not be awarded in lieu of that element of the Auction Items.

3.5. In the event that any element of the Auction Items are not available, the Promoter reserves the right to substitute an item of equal or greater value.

3.6. The Auction Winner is responsible for all expenses not specified in these Terms and Conditions.

3.7 The Auction Winner must collect the Auction Prize from Channel 7, 160 Harbour Docklands VIC 3008. If this is not reasonably feasible the Promoter/FightMND will facilitate shipping via TNT or other similar carrier, at the Auction Winner's expense.

3.8. Bidders (including the Auction Winner and their companion) acknowledge that bidding in the Auction and the taking of the Auction Items is subject to additional terms and conditions imposed by third party suppliers, including Fight MND.

3.9. Bidders (including the Auction Winner and their companion) must become acquainted with any such additional terms and conditions prior to bidding and/or taking the Auction Items. The Promoter does not accept responsibility and is not liable for any conditions imposed on bidding or the taking of the Auction Items by any other third party supplier, or the breach of those conditions by any person.

3.10. The Auction Winner agrees to provide the Promoter with identification and/or proof of age. In accepting the prize, the Auction Winner agrees to the release set out below. The form of identification and/or proof of age are at the discretion of the Promoter.

Limitation of Liability

4.1. Except for any liability that cannot by law be excluded (including as set out under paragraph 4.3), the Promoter, its related corporations and associated agencies (and any of their personnel) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any bidder (including the Auction Winner and their companion) in connection with the Auction or a prize, including, without limitation: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of the Promoter, its related corporations and associated agencies (and any of their personnel); and (iii) any liability for personal injury or death.

4.2. No responsibility will be taken by the Promoter or its authorised agents for lost, ineligible, misdirected or late bids due to technical reasons or any other reason. Bids that are not genuine or are incomplete, late or in any way fraudulent will be declared void.

4.3. Nothing in these Terms and Conditions limits, excludes or modifies, or purports to limit, exclude or modify, the statutory implied guarantees/warranties as provided under the *Competition and Consumer Act 2010* (Cth) and the *ASIC Act 2001* (Cth), including the statutory consumer guarantees under the Australian Consumer Law, or similar laws in the States and Territories of Australia.

Privacy

5. By entering the Auction, the bidder understands and agrees that the Promoter may use and disclose the bidder's personal information to assist in conducting the Auction and communicating with the bidder in regard to special offers from the Promoter and its related entities. Bidders in the Auction acknowledge that the Promoter may share a bidder's personal information with the Promoter's Australian and foreign related entities which may contact the bidder with marketing messages and special offers. Without limiting the foregoing, the Promoter may disclose the Auction Winner's personal information to third parties for the purpose of fulfilling the Auction Items. If a bidder elects to receive information from other third parties, the Promoter may also disclose the bidder's personal information for that purpose. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988* (Cth). Bidders may find out more information about how the Promoter collects, uses, stores and discloses personal information by reading the Promoter's Privacy Policy, which is

available at { <https://fightmnd.org.au/>}. Bidders may access the personal information the Promoter holds about them by writing to the Promoter at the address set out below. If the Promoter limits or denies a bidder access to their personal information in certain circumstances, the Promoter will tell the bidder why access was limited or denied. The bidder can contact the Promoter by writing to the Promoter at c/o AFL House, 140 Harbour Esplanade, Docklands VIC 3008

General

6.1. Acceptance of the Auction Items constitutes consent on the Auction Winner and their companion's parts to allow the use of their names, images, voices and/or likenesses by Promoter for production, editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law.

6.2. The Promoter and Fight MND's decision is final and binding.

6.3. If for any reason the Auction is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the fairness or integrity or proper conduct of the Auction, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, modify, terminate or suspend the Auction.

6.4. The Australian Taxation Office has ruled that donations are not tax-deductible if a person receives goods or services in return for the money given (e.g. the purchase of any items or Auction Items). For further information, visit the Australian Taxation Office website. Bidders should rely on their own independent financial and taxation advice prior to placing a bid. The Auction Winner is advised that tax implications may arise from the Auction Items and should seek independent financial and taxation advice prior to their acceptance of the Auction Items. The Auction Winner is responsible for all taxes (excluding airfare and airport taxes in the prize as set out in paragraph 3.1(a) above and GST) which may be payable as consequence of receiving the Auction Items.

6.5. If you require any further entry information, please write to FightMND c/o AFL House, 140 Harbour Esplanade, Docklands VIC 3008