

Fujitsu Member Offer 2021

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

ELIGIBILITY

2. Entry is only open to residents of Australia aged 18 years or older, who are or become registered members of Sydney Football Club (**SFC**) during the Promotional Period and remain registered members for the duration of the Promotional Period and who, in the event that their entry is drawn as the winning entry for the Fujitsu Member Offer, is able to participate in the applicable prizes as set out below (**Entrants**).
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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.

PROMOTIONAL PERIOD

4. The promotion commences at 9:00am (AEDT) on Monday 01/03/2021 and closes at 4:59pm (AEST) on Wednesday 30/06/2021 (**Promotional Period**).

HOW TO ENTER

5. To enter, Entrants must, during the Promotional Period:
 - a. purchase any one (1) Fujitsu Split System, Multi Split System or Ducted Air Conditioning System (**Eligible Purchase**) from any participating Fujitsu retailer or participating Fujitsu dealer in Australia (**Participating Retailer**) and retain the purchase receipt and invoice for the Eligible Purchase (**Proof of Purchase**); and
 - b. log onto www.sydneyfc.com/Fujitsu, access the online entry form made available on the website and follow the prompts in the manner required to fully and correctly complete and successfully submit the online entry form, including providing the Entrant's full name, current residential address, current and valid email address, mobile phone number, the outdoor model and serial number, and the indoor model number of the Eligible Product purchased and the purchase receipt or invoice for the Eligible Purchase during the Promotional Period.

(together, an **Entry**).
6. Multiple Entries are permitted; however each Entry must be based on a separate Eligible Purchase, must be submitted separately and must independently comply with these Conditions of Entry.
7. The total maximum prize pool value is up to AUD\$10,000. The prize(s) are not exchangeable or transferable and cannot be taken as cash (unless otherwise indicated). The prize(s) must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in prize value. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The prize values are the recommended retail price including GST (if applicable).
8. Selection of eligible products is subject to availability at each Participating Retailer. Eligible products may not be available for sale in all Participating Retailers at all times during the Promotional Period. The Promoter accepts no responsibility for any eligible products being unavailable at a Participating Retailer during the Promotional Period.

9. Purchases must only be for domestic and residential use only. Purchases for non-residential use are excluded and will not be Eligible Purchases.
10. Purchases made by, for and in the name of trusts, companies, businesses, commercial or residential developers/developments and purchases by builders, subcontractors, installers/resellers and their immediate family are not eligible. The individual paying for the Eligible Product, as indicated on the Proof of Purchase, is considered to be the purchaser.
11. Each Entrant must retain and may be required to present Proof of Purchase of each Eligible Purchase in order to claim a prize. An Entrant may be required to provide to the Promoter with Proof of Purchase for all Entries made, upon request by the Promoter. If an Entrant is unable to provide Proof of Purchase for all Entries made within the required timeframes, then all Entries of that Entrant will be ineligible and deemed invalid. Proof of Purchase includes showing the original and providing a copy of the purchase receipt and invoice for each Eligible Purchase made during the Promotional Period. Proof of Purchase must clearly specify where the Eligible Purchase was made and that the Eligible Purchase was made during the Promotional Period but prior to Entry. Failure to produce the required documentation for all Entries when requested may, in the absolute discretion of the Promoter, result in invalidation of any entry and forfeiture of any right to enter the Promotion.
12. The Promoter reserves the right, at any time, to verify that an Entrant is a 2020/21 Sydney Football Club Member.
13. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their entry form will result in their Entry being deemed invalid.
14. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
15. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
16. The decision of the Promoter on all matters pertaining to this promotion is final. No correspondence will be entered into.

PRIZES

17. All validated entries received during the Promotional Period will each receive a \$100 Sydney FC Merchandise voucher.
18. The Promotion is limited to the first valid one-hundred (100) entries.

GENERAL

19. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then all the Entries of that Entrant may be ineligible and deemed invalid.

20. The Promoter reserves the right to verify the validity of any and all Entries and to disqualify any Entrant for: (a) tampering with the Entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry; or (c) engaging 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.
21. The prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
22. Prizes will only be awarded where the serial number of the Eligible Purchase fulfils all of the requirements of the Promoter's verification tests and procedures. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
23. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of Entry, the property of the Promoter.
24. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
25. As a condition of participating in the major prize, the winner's companion(s) (if any) also consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the major prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
26. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
27. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize to the same value as the original prize, subject to any written directions made under applicable State or Territory legislation.
28. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
29. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions,

delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged Entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.

PRIVACY

30. All Personal Information collected on the Promotional Website will be shared between the Sydney Football Club, the Promoter and the Promoter's promotional agent.
31. Selected partners, including Sydney Football Club, trusted third parties, promotional agents and prize suppliers of the Promoter (if any and depending on the nature of the prize) (**Promotional Partners**) may require that Entrants provide Personal Information to them in order to process a valid prize claim. Entrants must satisfy themselves with the privacy policies of any Promotional Partners, as the Promoter will not accept any responsibility for the handling of Personal Information by Promotional Partners.
32. The Promoter and its Promotional Partners collect Personal Information about an Entrant to include the Entrant in the promotion, award the prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its Promotional Partners (if any). If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
33. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees and agents and Promotional Partners who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
34. An Entrant also agrees that the Promoter and its Promotional Partners may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.
35. The Promoter will provide to each Entrant, at time of Entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
36. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter at mtrinh@tse.group. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at www.fujitsugeneral.com.au/help-centre/privacy-policy.
37. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*, information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

Promoter: Fujitsu General (Aust.) Pty Ltd (ABN 55 001 229 554) of Eastern Creek Drive, Eastern Creek NSW 2766. Telephone number: 02 8822 2500.