## Melbourne Victory & AGL Blue Zone Promotion (Promotion) - TERMS AND CONDITIONS

- 1. Information on how to enter this Promotion forms part of these Terms and Conditions. By registering for this Promotion, you represent that you are eligible to register for this Promotion, and you are deemed to have accepted these Terms and Conditions.
- This Promotion is run by AGL Sales Pty Limited (ABN 88 090 538 337) of Level 24, 200 George Street, Sydney NSW 2000, phone: 131 245 and Melbourne Victory Limited (ABN 62 111 441 868) of Entrance E, AAMI Park, Olympic Boulevard, Melbourne VIC 3000, phone: 1300 466 832 (we, us, our).
- 3. This Promotion starts on each of the Registration Open Dates specified for each Match in Table 1 of these Terms and Conditions. This Promotion ends on each of the Registration Close Dates specified for each Match in Table 1, unless any Registration Close Date specified is closed earlier in accordance with clause 10 (**Promotion Period**).

## Who can register?

- 4. Subject to clauses 9 & 10, the Promotion is open during the Promotion Period to residential and small business energy or telecommunications customers located in Victoria who have an active AGL account in their name (**Eligible Customer**).
- 5. Employees, managers, officers or contractors, and their immediate families, of AGL, Melbourne Victory and associated agents, are ineligible for this Promotion.

## How do you register?

- 6. During the Promotion Period there will be 200 (two-hundred) tickets available per each Match referenced in Table 1(**Ticket Cap**). To register, you must successfully complete the Promotion Registration Form at www.agl.com.au/discover/bluezone for the applicable Match, by providing your First Name, Last Name, Email, Mobile, active AGL Account Number, the number of tickets requested (minimum of 1 and a maximum of 4 per Eligible Customer) and any accessibility requirements applicable, prior to the Ticket Cap being exceeded (**Eligible Registration**).
- 7. The details provided in the Promotion Registration Form must match the details provided to AGL under your active AGL Account.
- 8. Each Éligible Customer may only submit 1 (one) Eligible Registration for each Match referenced in Table 1.
- 9. Where an Eligible Registration is received or, if at any point during the Promotion Period, or prior to the day of the applicable Match, an Eligible Customer's AGL Account Number is inactive or no longer in use, AGL reserves the right to cancel or withdraw that registration.
- 10. Where the Ticket Cap is reached before a Registration Close Date, Melbourne Victory will close future registrations for that Match as soon as practicable.
- 11. Where a registration is received during the Promotion Period and the Ticket Cap has already been reached prior to a Registration Close Date, AGL will notify you via email.
- 12. Incomplete, incorrect, illegitimate or illegible registrations, or registrations containing any offensive or defamatory comments, or which breach any law or infringe any third-party rights (including intellectual property rights) will be considered invalid.
- 13. The use of any automated software or any other mechanical or electronic means that allows an individual to automatically register for this Promotion repeatedly is prohibited and will render such registrations as invalid.

### Offer

- 14. The Offer for each Eligible Registration is up to 4 tickets in the AGL Blue Zone Seating Area at the applicable Match in Table 1. Each ticket includes a \$15 voucher to use on food & non-alcoholic beverage outlets at AAMI Park on the day of the Match. This voucher cannot be used at bars, redeemed for cash, refunded and is not transferable (**Offer**).
- 15. The voucher is only valid for use on the day of the applicable Match.
- 16. The Ticket Cap applies to each Match shown in Table 1.
- 17. Eligible Registrations will be decided on a first in, first served basis for each Match shown in Table 1 until the Ticket Cap is reached (**Successful Customer**).
- Successful Customers will be notified by email, within one business day of the relevant Registration Close Date shown in Table 1, or earlier where the Ticket Cap is met before this time.
- 19. Each Successful Customer will be provided with a maximum of 4 tickets (based on the requested amount completed in their Promotion Registration Form).
- 20. Successful Customers will receive instructions from AGL via email detailing how to collect their Offer within one business day of the relevant Registration Close Date shown in Table 1, or earlier where the Ticket Cap is met before this time.

- 21. Successful Customers will be required to collect their Offer from the designated collection point at AAMI Park on the day of the Match, as outlined in the email instructions. Opening and closing hours for this collection point will be provided to Successful Customers.
- 22. If a Successful Customer can no longer attend the Match to use the Offer, they must notify AGL by the Final Notice Date outlined in Table 1.
- 23. Any Successful Customer who does not notify AGL that they can no longer use the Offer by the Final Notice Date, and/or does not collect their tickets on the day of the Match, will not be able to make an Eligible Registration for any future Match outlined in Table 1.
- 24. If any Offer is not collected by 15 minutes after the published Match start time on the date of the Match, AGL & Melbourne Victory reserve the right to cancel and/or re-issue the Offer.
- 25. AGL reserves the right to withdraw any Offer where sufficient Eligible Registrations are not received.
- 26. The Offer cannot be transferred, exchanged, refunded or redeemed for cash. Any expenses relating to the Offer, including any travel required, is the sole responsibility of the Successful Customer and any accompanying guests.
- 27. Successful Customers who attend the Match and any accompanying guests must comply with the Venue's <u>Conditions of Entry</u>.
- 28. AGL & Melbourne Victory are not the owners or occupiers of the Venue, we are not liable if you and/or one or more of your accompanying guests are denied entry to the Venue, or are required to leave the Venue before the conclusion of the Match for reasons beyond our control, including because you or your guests breach any rules or requirements of the Venue (whether related to behavior, prohibited/restricted items, dress, or any other matter).
- 29. Successful Customers agree to participate in our marketing activities associated with this Offer including being interviewed, photographed and referenced in our marketing activities, and that AGL, Melbourne Victory and our agents may use your name, voice, photo and/or comments for marketing purposes in any media without reference or compensation to you.
- 30. In order to accept the Offer, Successful Customers may be required to sign a legal release and indemnity form.
- 31. You consent to receiving communications regarding your registration for the AGL Blue Zone Promotion from AGL & Melbourne Victory.
- 32. You acknowledge that AGL & Melbourne Victory may elect not to include an unsubscribe facility in any communications relating to the AGL Blue Zone Promotion that we issue, even if one would otherwise be required to under the *Spam Act 2003* (Cth).

### General

- 33. We reserve the right to: (a) ask you to provide proof of identity and/or proof of eligibility for this Offer, (b) determine how the Promotion is run, including determining Eligible Registrations, and (c) disqualifying any individual/s who we believe have breached these Terms and Conditions or engaged in unlawful or other improper conduct or any conduct intended to jeopardise the fair and proper conduct of the Promotion.
- 34. We accept Eligible Registrations upon receipt by us. It's your responsibility, not ours, to ensure we receive your registration. We aren't responsible for any lost, late or misdirected registrations, registrations received after the Ticket Cap has been reached, or other communications not received by us for any reason. We aren't responsible for technical difficulties with the registration mechanism, and we don't warrant that the registration mechanism will be available at all times.
- 35. Any individual who, in our opinion, tampers or interferes with the registration mechanism in any way, or who doesn't properly comply with the registration process, will be ineligible for the Offer. We reserve the right to disqualify any registrations in the event of non-compliance with these Terms and Conditions.
- 36. We aren't responsible for an Offer that is lost, stolen, forged, damaged or tampered with after it leaves us or our agent.
- 37. If we're unable to run the Promotion as planned, including due to tampering, unauthorised intervention, fraud, technical difficulties or any other causes beyond our control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, we reserve the right to take any action that we consider necessary, including but not limited to (a) disqualifying any individual, or (b) modifying the Promotion as required.
- 38. We exclude all warranties in relation to the quality, suitability or merchantability of the Offer, except those that can't be excluded by law.
- 39. Successful Customers have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by us. These Terms and Conditions do not exclude, restrict or limit those statutory rights in any way.
- 40. Notwithstanding clause 38, any liability of us or our employees or agents for breach of any

rights a consumer may have which are unable to be excluded but may be limited under Australian law, is limited to paying for the resupply of the Offer.

- 41. To the extent permitted by law, we aren't liable for loss (including indirect and consequential loss), damage or personal injury suffered or sustained in connection with this Promotion (including the supply of goods or services by anyone to a Successful Customer), and to anyone accompanying a Successful Customer as a ticket holder, if applicable.
- 42. All costs associated or arising in connection with participating in the Promotion and the Offer are the responsibility of Successful Customers and accompanying guests. Any costs associated with accessing the internet are the responsibility of Eligible Customers and Successful Customers and depend on the internet service provider used.
- 43. We're not responsible for tax (including GST) obligations of any nature that may arise from the Offer, so please seek your own independent tax advice.
- 44. AGL & Melbourne Victory reserve the right to amend these Terms and Conditions at any time, including to vary or remove the Offer. Any changes to this Promotion will be updated in these Terms and Conditions and on the AGL Blue Zone Promotion Landing Page.

#### Privacy

45. Melbourne Victory will collect personal information about you including your First Name, Last Name, Email, Mobile, as well as your AGL Account Number via the Promotion Registration Form to include and administer your registration in the Promotion in accordance with these Terms and Conditions. Specifically, Melbourne Victory will collect this personal information about you to conduct this Promotion and will share this information with AGL to enable AGL to determine eligibility and notify Eligible Customers with outcomes, and disclose such information to any suppliers of the Offer to allow Successful Customers to receive the Offer.

By participating in this Promotion, you consent to Melbourne Victory collecting and using your personal information, and disclosing your personal information to AGL, our related entities, any applicable agencies, promotion partners and other third parties engaged to provide services in connection with the Promotion and Offer, for the purposes listed above and in accordance with Melbourne Victory's Privacy Policy available at <a href="https://melbournevictory.com.au/wp-content/uploads/sites/7/2022/03/MVFC-Privacy-Policy-1.pdf">https://melbournevictory.com.au/wp-content/uploads/sites/7/2022/03/MVFC-Privacy-Policy-1.pdf</a> and AGL's Privacy Policy available at <a href="https://melbournevictory.com.au/wp-with">mww.agl.com.au/wp-content/uploads/sites/7/2022/03/MVFC-Privacy-Policy-1.pdf</a> and AGL's Privacy Policy, we will be unable to process your registration and it will be deemed invalid.

You agree to provide your consent until such a time as it is withdrawn by giving written notice to us. You can also gain access to, update or correct any personal information held by AGL by contacting AGL using the details listed in clause 2 of these Terms and Conditions. All personal information collected as part of this Promotion will be stored within Australia and will not be disclosed overseas.

# Table 1

Registration Open Dates	Registration Close Dates	Match	Match Time	Final Notice Date	Venue
9am AEDT Monday 14 October 2024	5pm AEDT Thursday 31 October 2024	Saturday 9 November 2024 MELBOURNE VICTORY V BRISBANE ROAR	5.00PM	Monday 4 November 2024	AAMI PARK
9am AEDT Monday 25 November 2024	5pm AEDT Thursday 12 December 2024	Saturday 21 December 2024 MELBOURNE VICTORY V MELBOURNE CITY	7.35PM	Monday 16 December 2024	AAMI PARK
9am AEDT Monday 6 January 2025	5pm AEDT Thursday 16 January 2025	Friday 24 January 2025 MELBOURNE VICTORY V SYDNEY FC	7.35PM	Monday 20 January 2025	AAMI PARK
9am AEDT Monday 17 February 2025	5pm AEDT Thursday 27 February 2025	Saturday 8 March 2025 MELBOURNE VICTORY V CENTRAL COAST	7.35PM	Monday 3 March 2025	AAMI PARK
9am AEDT Monday 10 March 2025	5pm AEDT Thursday 20 March 2025	Saturday 29 March 2025 MELBOURNE VICTORY V ADELAIDE UNITED	7.45PM	Monday 24 March 2025	AAMI PARK
9am AEST Monday 14 April 2025	5pm AEST Thursday 24 April 2025	Sunday 4 May 2025 MELBOURNE VICTORY V NEWCASTLE JETS	5.00PM	Monday 28 April 2025	AAMI PARK