

Western Australian Rugby Union (Inc)

2010 Emirates Western Force Member's Most Valuable Player Competition TERMS AND CONDITIONS

1. The promoter of the 2010 Emirates Western Force Member's Most Valuable Player Competition (Competition) is the Western Australian Rugby Union (Inc) (RUGBYWA).
2. The competition begins at 9am Thursday 18 February 2010 and ends at 5.00pm Friday 21 May 2010 (Australian Western Standard Time) (Competition Period).
3. The Competition is open only to financial 2010 Emirates Western Force members.
4. RUGBYWA reserves the right to either allow or disallow any entrant for any reason it sees fit in its absolute discretion.
5. Participation in the Competition is conducted using the Emirates Western Force Account Manager system.
6. Entry to the Competition is automatic upon registering a vote for a player on the Account Manager system at any time during the Competition Period.
7. One (1) entrant (Winner) will be awarded the following major prize (Prize) as follows:
 - a) 2 x tickets to the 2010 Emirates Western Force Awards Evening
 - b) Presenting the 2010 Member's Most Valuable Player award to the winning player at the 2010 Emirates Western Force Awards Evening
 - c) Framed photo of the presentation, signed by the 2010 Emirates Western Force Member's Most Valuable Player
8. The Most Valuable Player will be determined by tallying the total member votes for each Emirates Western Force player at the completion of the Competition Period.
9. The Winner of the Prize will be drawn on Friday 4 June 2010.
10. The Winner of the Prize will be randomly selected from those members that have voted (at any time during the Competition Period) for the player that has been determined as the 2010 Emirates Western Force Member's Most Valuable Player.
11. The Prize will be awarded strictly as specified in Section 7 of this document.
12. No negotiation will be entered into with regard to the date the Prize is drawn and awarded.
13. This document, the instructions on how to enter the Competition and other details contained within promotional advertisements each form part of the Terms and Conditions. It is each entrant's responsibility to confirm their entry has been received before the end of the Competition Period.
14. RUGBYWA accepts no responsibility for late, lost or misdirected entries.
15. Entry to the Competition is not open to any directors, employees, contractors or agents of RUGBYWA or anyone connected with the promotion or running of the Competition nor members of their immediate families.
16. The Winner will be notified by telephone call and in writing.

17. When the Winner is notified of their Prize, they will also be provided with details as to the collection of their Prize.
18. The Judges' decision is final and no correspondence will be entered into. RUGBYWA reserves the right not to select a Winner of the Prize in its absolute discretion.
19. The Winner must claim their Prize in person unless a Winner is otherwise advised. Identification, which includes a photograph, will be required. The collection of the Prize is the sole responsibility of the Winner. The Prize will only be awarded following winner validation and verification.
20. Acceptance of a Prize by a Winner constitutes permission for RUGBYWA to use the Winner's name, suburb of residence, recording of the Winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law.
21. In the event that a Winner fails to satisfy any of the Terms and Conditions of the Competition, that Winner shall not be entitled to the Prize and RUGBYWA may at its discretion award the Prize to another entrant in accordance with the Terms and Conditions or choose not to award the Prize.
22. A Prize must be taken as stated and is non-transferable, not exchangeable and not redeemable for cash. If the specified Prize becomes unavailable for any reason, RUGBYWA may substitute the Prize for like or equal value. Any tax payable as a result of a Prize being awarded or received will be the Winner's responsibility.
23. RUGBYWA takes no responsibility for the loss of Prizes due to incorrect or imprecise delivery details provided by a Winner. RUGBYWA makes no representations or warranties as to the quality, suitability, merchantability of any of the goods or services offered as Prizes. To the extent permitted by law, RUGBYWA is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by RUGBYWA, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the Winner and, where applicable, to any persons accompanying the Winner.
24. RUGBYWA reserves the right to disqualify a Winner if the Winner has breached any of the Terms and Conditions. The Winner forgoes the Prize if its entry is misleading or if the Winner does not adhere to the Terms and Conditions.
25. By entering the Competition entrants warrant that their submissions are true and accurate. Entrants agree to make themselves available at the Judges' request for audit purposes to satisfy the Judges of the claims made in the entrant's submissions. Entrants may be asked to provide further evidence to substantiate their entries and this evidence must be provided within the timeframe stipulated by the Judges.
26. All entries remain the property of RUGBYWA and may be entered into a database for future marketing or promotional activities. By participating in this Competition, entrants accept that the information contained in the entry may be used in promotional activities of RUGBYWA. The winners agree to participate in RUGBYWA's marketing materials for the purposes of promoting the Competition. RUGBYWA will not use the entrants' personal information for any other purpose without their consent unless required or authorised to do so by law. Entrants must notify RUGBYWA in writing if they would like to amend their personal information or if they have any queries as to how their personal information will be used.

27. RUGBYWA and its related entities, employees, contractors, servants or agents shall not be liable for and accept no responsibility for any accident, loss, injury or damage to any individual or property arising out of or in conjunction with the Competition or the Prizes either during or after the Competition except for any liability which cannot be excluded by law.
28. RUGBYWA is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.
29. RUGBYWA assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reason, the Competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of RUGBYWA which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then RUGBYWA reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Competition. RUGBYWA reserves the right, in its sole discretion, to disqualify any individual for:
 - (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by RUGBYWA that in any way affects the fairness of the promotion;
 - (b) tampering with the operation of the Competition or the web site of RUGBYWA;
 - (c) acting in violation of the Terms and Conditions; or
 - (d) acting in an unsportsmanlike or disruptive manner.
30. Participation in the competition constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The Entrant is responsible for ensuring his or her familiarity with the Terms and Conditions. RUGBYWA's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions generally.
31. By entering the Competition, entrants, in the event that they are a Winner, consent to the publishing of their names and suburb of residence on the website www.rugbywa.com.au.
32. This competition is subject to RUGBYWA's Privacy Policy.
33. Except in respect of the name "Emirates" which is the trade name and mark of Emirates, the logos used and published in connection with this Competition are trade marks or and are owned by RugbyWA and/or its licensors. They may not be copied, reproduced, altered or used for any purpose without the express written permission of RugbyWA.