

Terms and Conditions

HFC Foundation Kennedy Community Centre Guernsey

1. GENERAL

- 1.1 The HFC Foundation Nominees ACN 130 363 361 (HFC Foundation) is the organiser of the Kennedy Community Centre guernsey campaign (Campaign).
- 1.2 This document contains the terms and conditions of entry into the HFC Foundation Kennedy Community Centre guernsey campaign.
- 1.3 By donating to the HFC Foundation via the Kennedy Community Centre Guernsey online platform, donors agree to be bound by these Terms and Conditions. Information on how to donate forms part of these Terms and Conditions.
- 1.4 For the purposes of the Terms and Conditions, HFC includes all related and subsidiary companies, past, present and future officers, agents, representatives, employees and assigns.
- 1.5 The Campaign is governed exclusively by the laws of Victoria.

2. DEFINITIONS

- 2.1 In this Agreement:

Guernsey	The Hawthorn Football Club Foundation Kennedy Community Centre guernsey is a Hawthorn Football Club AFL playing guernsey that will bear the names of the donors to this unique Campaign, and be worn by the Hawthorn Football Club AFL team selected to play in Round 22 in 2024, subject to AFL approval.
Tax deduction	Donors will receive a tax-deductible receipt for their donation, any replica guernseys purchased cannot be claimed as a tax-deduction.
Limit	There is a limit of 935 recognition places on the guernsey. There is no limit as to how many times donors can donate, subject to the number of recognition places available (935) on the guernsey.
Campaign	The HFC Foundation Kennedy Community Centre guernsey campaign aims to raise funds through donations for the development of the Kennedy Community Centre. The campaign will run from 3 April through 28 April 2024.
Confirmation	Donations will be confirmed via the receipt sent to the donor's email address following the successful transaction of the donation.
Donation platform	(a) Donation landing page via https://foundation.hawthornfc.com.au/shop (b) Complete details to donate
Donation Period	Starts at 12:00pm AEST on 3 April 2024 and closes at 11.59pm on 28 April 2024 or when recognition allocated is exhausted.
Donation Platform	The donation platform is managed by Funraisin and HFC Foundation takes no responsibility for any bugs or malfunctions in the donation process.

3. ELIGIBILITY

- 3.1 The Campaign is open to all Australian citizens and corporate entities. In the event the Campaign is oversubscribed with donors, then priority may be given to Hawthorn Football Club members for the 2024 season.

4. HOW TO ENTER THE CAMPAIGN

- 4.1 To be eligible to enter and receive the token gift of recognition of your name/entity name on the Guernsey, you must donate at least \$400 via the Donation Platform during the Donation Period (Donor).
- 4.2 For each separate donation, the Donor will receive recognition of their name/entity name on the Guernsey.
- 4.3 Donors must personally and manually submit an entry using the Donation Platform. The HFC Foundation reserves the right to reject an entry if it reasonably forms the opinion that an entry has been created and/or submitted using automated entry means or a computer entry service.
- 4.4 The HFC Foundation reserves the right, at any time during, or after the Donation Period, to verify the validity of an Entrant and to disqualify an Entrant for tampering with the process or for submitting an entry that does not, in the HFC Foundation's sole discretion, comply with these Terms and Conditions.
- 4.5 When donating, each Donor can agree to be entered into the HFC Foundation's database. By doing so, the Donor gives consent for their name, email address and telephone number to be used for promotional and marketing purposes.
- 4.6 Each Donor must ensure that any other person whose details have been provided by the Donor to the HFC Foundation for the purposes of the Entrant's participation in the Campaign has given their implied or express consent for their details to be provided to the HFC Foundation and to be contacted by the HFC Foundation in relation to this Campaign.
- 4.7 All personal information Entrants provide will be used by the HFC Foundation in accordance with the Privacy Policy available at <https://www.hawthornfc.com.au/privacy> and as set out below under the Personal Information heading.

5. TAX DEDUCTIBILITY

- 5.1 All donations are made as a gift. Donations of \$2 and over are tax deductible.
- 5.2 The Donor must contribute unconditionally to the HFC Foundation to a claim a tax deduction. All claims are subject to being accepted by the Commissioner of Taxation. If either an individual or business is uncertain of their position, they should seek their own personal advice. The Hawthorn Football Club and the HFC Foundation take no responsibility for any tax implication.

6. RECOGNITION REGULATION

- 6.1 The order of names in the recognition places on the Guernsey will be based on the date and time the donation was made, on a first come, first served basis. Date and time of ordering is final and HFC Foundation will not enter into any correspondence regarding the order of names.
- 6.2 There is to be a maximum of 935 names on the guernsey. Donors will be notified via the donation platform when each area of the guernsey's allocation has been exhausted and no further recognition opportunities are available.
- 6.3 Each recognition space has a maximum of 22 characters.

- 6.4 All text will be printed in capital letters.
- 6.5 Swear words and inappropriate language/names are strictly prohibited from recognition.
- 6.6 Business names will be permitted if the donation is made by a business.
- 6.7 The production of Donors' names on the recognition guernsey is strictly at the discretion of HFC Foundation and all submitted names for recognition will be reviewed by an internal committee with regards to appropriateness. Any submitted recognition names including swear words or inappropriate language will not be included on the guernsey.
- 6.8 The design of the guernsey, including the layout and formatting of donor names, remains at the sole discretion of the Foundation. Donors shall have no input or control over the design elements of the guernsey.
- 6.9 The final design of the guernsey, including Donor names, is subject to approval by the AFL. The HFC Foundation shall not be held liable if the AFL rejects the proposed design, and Donors shall not be entitled to any refund or compensation in such cases.

7. PERSONAL INFORMATION

- 7.1 All personal information Donors provide will be used by HFC in accordance with HFC's Privacy Policy available at <https://www.hawthornfc.com.au/privacy> and may be disclosed by HFC in accordance with HFC's Privacy Policy (including for promotional and marketing purposes). By providing personal information during the donation process, donors indicate they that have read and agree to be bound by HFC's Privacy Policy.
- 7.2 Donors consent to HFC using the donor's name, likeness, image and/or voice (including photographs, film and/or recording of the same) in any future promotional, marketing and publicity purposes in any media worldwide for an unlimited period without remuneration. If the Donor wishes to remain anonymous, the Donor can donate to the Time To Fly capital campaign via <https://foundation.hawthornfc.com.au/kennedy-community-centre> where the Donor can elect to remain anonymous.
- 7.3 The HFC Foundation reserves the right to publicise and promote the names of Donors in connection with their contributions for name recognition on the Guernsey. Donors may be featured in HFC Foundation communications, including but not limited to, social media posts, press releases, and website content.
- 7.4 HFC will obtain the Donor's express opt-in consent before HFC shares the Donor's personal information with any third-party company for marketing purposes. If the Donor gives HFC their express opt-in consent, they can ask HFC to stop sending them marketing communications at any time by contacting HFC.
- 7.5 Each Donor warrants that the use or publishing of any donation will not cause HFC to be in breach of any third party's intellectual property rights.
- 7.6 Should a Donor's contact details change during the campaign period, it is the Donor's responsibility to notify HFC. A request to access or modify any information provided in a donation should be directed to HFC Foundation through the Hawthorn Football Club attention Claire McKendry via email Hawthorn@hawthornfc.com.au. The HFC Foundation shall not be responsible for any errors or omissions resulting from inaccurate Donor information provided.

8. REPLICA GUERNSEY

- 8.1 The cost of the replica guernsey plus postage is not tax deductible.
- 8.2 All replica guernseys purchased will be posted to donors following production and delivery to HFC.

9. LIMITATION OF LIABILITY

- 9.1 Except for any liability which cannot be excluded by law (in which case liability is limited to the minimum permitted by law), the HFC Foundation and the Hawthorn Football Club, and their officers, employees and agents will not be liable for any loss (including but not limited to indirect or consequential loss), damage, claim, injury, cost or expense, which is suffered or incurred by any individual in connection with the Campaign or the awarding of the recognition places on the Guernsey or receipt of any replica guernsey, including but not limited to:
- (a) any costs associated with entering and/or accessing the Campaign;
 - (b) any technical difficulties or equipment malfunction (whether or not under the HFC Foundation's control);
 - (c) any theft, unauthorised access or third party interference;
 - (d) any entry or recognition place claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the HFC Foundation) due to any reason beyond the reasonable control of the HFC Foundation;
 - (e) any variation in value to that stated in these Terms and Conditions of entry;
 - (f) any tax liability incurred by the winner or entrant; and/or
 - (g) redemption of any gift or award.