



2024 TOYOTA AFL GRAND FINAL TICKETS GIVEAWAY PROMOTION TERMS AND CONDITIONS

Introduction

1. These terms and conditions of entry ("**Terms**") form the basis of the 2024 Toyota AFL Grand Final Tickets Giveaway Promotion ("**Promotion**"). Entry into this Promotion constitutes acceptance of these Terms.
2. St Kilda Saints Football Club Ltd ABN 86 005 174 836 of 32-60 Linton St, Moorabbin, VIC 3189 ("**St Kilda**") and CMC Markets Stockbroking Limited, participant of the ASX Group (Australian Securities Exchange) and SSX (Sydney Stock Exchange) and Cboe (Cboe Australia), ABN 69 081 002 851, AFSL No. 246381, trading as CMC Invest ("**CMC Invest**") are each promoters of this Promotion ("**Promoters**").
3. Capitalised terms used but not defined herein have the meaning given to them in the [CMC Markets Stockbroking Limited Terms and Conditions dated 14 September 2023](#) ("**T&Cs**") and [CMC Markets Stockbroking Limited Financial Services Guide dated 14 September 2023](#) ("**FSG**").
4. In these Terms, the following meanings apply unless the contrary intention appears:

"**AFL**" means the Australian rules football competition which is conducted by the Australian Football League (AFL) in Australia between member teams of the AFL; and

"**Platform**" means the CMC Invest online trading platform.

Promotion Period

5. The Promotion will open at 12:01am AEST on Wednesday 21 August 2024 and will close at 11:59pm AEST on Monday 9 September 2024 ("**Promotion Period**").
6. The Promoter reserves the right to delay, shorten, extend or otherwise amend the duration of the Promotion Period without notice.

Conditions of Eligibility

7. Entry is open to existing CMC Invest customers who held a Trading Account on the Platform prior to the Promotion Period and have not traded International Securities on the Platform in the past 3 months immediately prior to the Promotion Period, excluding:
 - a. persons under 18 years of age;
 - b. management, employees and contractors of the Promoters or a related party of a Promoter and their immediate family members; and
 - c. management, employees and contractors of other agencies, firms or companies associated with this Promotion and their immediate family members("Eligible Entrant").
8. To be eligible to be selected as a winner, an Eligible Entrant must, during the Promotion Period:
 - a. access the entry form ("**Entry Form**") through the link provided by CMC Invest to their registered email address;
 - b. provide a full response to the prompt "*In 25 words or less, tell us why you want to go to the 2024 Toyota AFL Grand Final.*" ("**Prompt**");
 - c. read and consent to these Terms;

- d. complete and submit the Entry Form; and, then
 - e. make a minimum of one buy trade of International Securities using their CMC Invest Trading Account during the Promotion Period.
9. Eligible Entrants may submit unlimited Entry Forms during the Promotion Period provided that the Conditions of Eligibility are met for each entry. For the avoidance of doubt, each Eligible Entrant will only need to make one buy trade of International Securities during the Promotion Period.

The Promotion

10. On Tuesday 10 September 2024, or on any other date following the expiry of the Promotion Period chosen by the Promoters at their absolute discretion, one Eligible Entrant will be selected as the winner based on their response to the Prompt and be eligible to receive the Prize (defined below) (the “**Winner**”). The responses of the Eligible Entrants will be judged by a representative of CMC Invest in their absolute discretion on a criteria of creativity, literary merit, suitability and originality.
11. The Promotion which an Eligible Entrant may enter is a game of skill and chance plays no part in determining the Winner.
12. The Winner will receive one prize as part of the Promotion (“**Prize**”), which is comprised of:
 - a. two tickets to the 2024 Toyota AFL Grand Final at Melbourne Cricket Ground, Brunton Avenue, Richmond VIC 3002 on Saturday 28 September 2024;
 - b. a voucher worth AUD \$500 (including GST) with an airline, travel agency or other provider of the Promoters’ choice; and
 - c. a voucher worth AUD \$500 (including GST) with a hotel, accommodation or other provider of the Promoters’ choice.
13. The selection of the Winner in this Promotion is final and binding and no correspondence will be entered into.
14. The Winner will be contacted by phone and in writing by CMC Invest within 24 hours of the Winner being chosen, using the phone number and email address recorded on the Eligible Entrant’s Trading Account.
15. With the exception of the vouchers referred to in clause 12, above, all costs associated with the Winner utilising the Prize, including, without limitation, transportation, spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the Winner. The Winner agrees and acknowledges that CMC Invest shall have no liability to them or any companion in respect of any such costs.
16. The Promoters are not responsible for the cancellation, delay or rescheduling of the Prize and any resulting costs incurred by the Winner or any companion will be the responsibility of the Winner and/or companion.
17. The Prize cannot be transferred, exchanged or redeemed for cash, other prizes or any other value.
18. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and any of the Promoters’ reasonable requirements.
19. Where CMC Invest represents that any component of the Prize has a particular value, those Prize values are based upon the recommended retail prices at the time of printing

- (inclusive of GST). The Promoters accept no responsibility for any change in prize value between now and the ultimate prize redemption date.
20. Once the Prize has left the Promoters' premises, the Promoters take no responsibility for the Prize being damaged, delayed or lost in transit.
 21. In the event that, for any reason whatsoever, the Winner does not collect the Prize or any component of the Prize at the time stipulated by the Promoters, the Prize or that component of the Prize may be forfeited by the Winner and cash (or any substitute prize) will not be awarded in lieu of the Prize or that component of the Prize. If the forfeited component of the Prize impacts the ability of the Winner to accept any other components of the Prize, such other components of the Prize may be forfeited as a result.
 22. The Promoters reserve their rights to substitute the Prize for an alternative prize of equal or similar value in the event that the Prize is not available due to circumstances outside of the Promoters' control.
 23. The Promoters reserve the right to refuse to allow a Winner to take part in the Prize, if either Promoter determines, in their absolute discretion, that a Winner is not in the mental or physical condition necessary to be able to safely participate in the Prize. It is a condition of accepting the Prize that the Winner may be required to sign a legal release in a form determined by either Promoter in their absolute discretion.
 24. Incomplete, illegible and incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win.
 25. Any Eligible Entrant who, in the opinion of the Promoters, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
 26. It is a condition of taking the Prize that the Winner must, if requested to do so by the Promoters, sign and return documents relating to their eligibility to enter (including ownership of entry), statement of compliance with relevant terms and conditions, any relevant legal documents, and/or a release of the Promoters' liability in taking the Prize.

Legal

27. The Promotion is available for each Eligible Entrant in relation to each Trading Account which receives a link to the Entry Form.
28. The Promotion cannot be combined or used in conjunction with any other offer, rebate or promotion offered by CMC Markets.
29. The Promotion should not form the basis of any decisions made in relation to potential trades or Trading Account activity. Furthermore, the Promotion does not intend to limit your liability in respect of any Transaction and may not be used to set-off any payment obligations towards us.
30. No responsibility will be accepted by the Promoters for lost, late, incomplete, illegible or misdirected entries. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Neither Promoter is responsible for technical difficulties with the entry mechanism and neither Promoter warrants that the entry mechanism will be available at all times during the Promotion Period.
31. The Promoters retain the right to withdraw or amend the Promotion at any time, without prior notice and in either Promoter's sole discretion.

32. The Promoters' decisions in any matter in relation to this Promotion will be final and conclusive.
33. All persons taking part in the Promotion, to the maximum extent permitted by law, release from, and indemnify the Promoters against, all liability, cost, loss or expense ("**Liability**") arising out of or in connection with the Promotion, including (but not limited to) personal injury and damage to property and whether direct or consequential, except where such Liabilities were directly caused by either Promoters' negligence, wilful misconduct or dishonesty.
34. Except where any Liability has been directly caused by either Promoter's negligence, wilful misconduct or dishonesty, neither Promoter will be liable to you in relation to the Promotion (including for any losses arising as a result of the use of the Promotion) and the provisions of clauses 28 and 29 of the T&Cs shall apply to the Promotion as if set out in full.
35. If for any reason this Promotion is not capable of running as planned (including if the Promotion is cancelled for any reason), including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoters, which corrupts or affects administration, security, fairness or integrity or proper conduct of the Promotion, the Promoters reserve the right in their sole discretion to disqualify any individual who tampers with the entry process or otherwise is determined ineligible in the Promoters' sole discretion, or to take any action that may be available, or to cancel, modify or suspend the Promotion subject to compliance with any relevant laws, including State and Territory regulations.
36. Neither Promoter accepts responsibility for any tax liabilities that may arise from winning the Prize.
37. A failure by the Promoters to enforce any of these Terms in any instance(s) will not give rise to any claim by any person or prevent the Promoters from taking enforcement action later.
38. The Promoters reserve the right to refuse this Promotion to any person at their absolute discretion.
39. This Promotion must only be used for personal and non-commercial purposes.
40. This Promotion and these Terms are governed by the laws of New South Wales and are subject to the exclusive jurisdiction of the courts of New South Wales.
41. This Promotion is an AFL Authorised GF Promotion: GFAFL24/120.
42. These Terms are dated 20 August 2024.

Risk Warning

43. You should consider your objectives, financial situation and needs before making any decision about whether to acquire any financial products. It is important for you to consider the relevant terms and conditions and any other relevant CMC Markets documents before you decide whether or not to acquire any of the financial products. These documents can be found here: <https://www.cmcmarkets.com/en-au/legal-documents/stockbroking-legal-documents>.