## Telstra's 2019 Finals Face Off Terms & Conditions ("Conditions of Entry")

			Schedule	-			
Promotion:	Telstra's 2	2019 Finals Face Off					
Promoter:	Telstra Corporation Limited ABN 33 051 775 556, Level 24, 242 Exhibition St, Melbourne, VIC 3000, Australia.						
Promotional Period:	AFL Competition: Entries open on 9am AEST on 26/08/19 and close 11.59pm AEST 18/09/19 NRL Competition: Entries open on 9am AEST on 26/08/19 and close 11.59pm AEST 25/09/19						
Promotion							
Dates (Entry	AFL COMPETITION DATES (4 X WEEKS)						
Periods,	Game Entry Period Entry Period Judgement Date Notification of AFL Instagra						
Judgement	Round	Opens	Closes	of Top 15	Top 15 Ranked	Live Game	
Dates,	#				Entries	Date	
Notification							
Dates,	1	Monday 26 <sup>th</sup>	Wednesday 28 <sup>th</sup>	Thursday 29 <sup>th</sup>	Friday 30 <sup>th</sup>	Monday 2 <sup>nd</sup>	
AFL/NRL		August 2019	August 2019	August 2019	August 2019	September	
Instagram Live		9am AEST	11.59pm AEST			2019	
Game Dates):	2	Thursday 29 <sup>th</sup>	Wednesday 4 <sup>th</sup>	Thursday 5 <sup>th</sup>	Friday 6 <sup>th</sup>	Wednesday	
		August 2019	September 2019	September 2019	September	11 <sup>th</sup>	
		12.00am AEST	11.59pm AEST		2019	September	
		Thursday, 5 <sup>th</sup>	Mada and av 11 <sup>th</sup>	Thursday 12 <sup>th</sup>	Friday 13 <sup>th</sup>	2019 Monday 16 <sup>th</sup>	
	3	Thursday 5 <sup>th</sup> September 2019	Wednesday 11 <sup>th</sup> September 2019	Thursday 12 <sup>th</sup> September 2019	,	,	
		12.00am AEST	11.59pm AEST	September 2019	September 2019	September 2019	
	4	Thursday 12 <sup>th</sup>	Wednesday 18 <sup>th</sup>	Thursday 19 <sup>th</sup>	Friday 20 <sup>th</sup>	Monday 23 <sup>rd</sup>	
	-	September 2019	September 2019	September 2019	September	September	
		12.00am AEST	11.59pm AEST	September 2015	2019	2019	
	NRL COMPETITION DATES (4 X WEEKS)						
	Game	Entry Period	Entry Period	Judgement Date	Notification of	NRL Instagram	
	Round #	Opens	Closes	of Top 15	Top 15 Ranked Entries	Live Game Date	
		he locth	h i i ath	th	E i La eth	T i seth	
	1	Monday 26 <sup>th</sup>	Wednesday 4 <sup>th</sup>	Thursday 5 <sup>th</sup>	Friday 6 <sup>th</sup>	Tuesday 10 <sup>th</sup>	
		August 2019	September 2019	September 2019	September	September	
	2	9am AEST Thursday 5 <sup>th</sup>	11.59pm AEST Wednesday 11 <sup>th</sup>	Thursday 12 <sup>th</sup>	2019 Friday 13 <sup>th</sup>	2019 Tuesday 17 <sup>th</sup>	
	2	September 2019	September 2019	September 2019	September	September	
		12.00am AEST	11.59pm AEST	September 2019	2019	2019 NRLW	
	3	Thursday 12 <sup>th</sup>	Wednesday 18 <sup>th</sup>	Thursday 19 <sup>th</sup>	Friday 20 <sup>th</sup>	Tuesday 24 <sup>th</sup>	
		September 2019	September 2019	September 2019	September	September	
		12.00am AEST	11.59pm AEST		2019	2019	
	4	Thursday 19 <sup>th</sup>	Wednesday 25 <sup>th</sup>	Thursday 26 <sup>th</sup>	Friday 27 <sup>th</sup>	Tuesday 1 <sup>st</sup>	
		September 2019	September 2019	September 2019	September	October 2019	
		12.00am AEST	11.59pm AEST		2019		
Eligible	Entry is o	nly open to Australia	n residents who are:	(i) aged 18 years or c	over; (ii) an active T	elstra Mobile	
Entrants:	customer (must be a prepaid mobile or postpaid mobile customer, excludes Belong mobile customers and						
	Boost mobile customers); (iii) an Instagram account holder; and (iv) available to play the Instagram Live						
	Game on the date specified in the Game Round that the entrant has entered ("Eligible Entrant").						
	Mobile number provided on entry form will be verified by the Promoter to confirm that the entrant is a Telstra Mobile Customer (prepaid mobile and postpaid mobile; excludes Belong mobile customers and Boost Mobile customers). Entries made by entrants that do not satisfy the Eligible Entrant criteria above will be deemed invalid.						

How to Enter:	<ul> <li>To enter the Promotion for the chance to play the Instagram Live Game hosted by either an AFL, NRL or NRLW star the entrant must during the Promotional Period, visit www.telstra.com/finalsfaceoff and fully complete and submit the entry form for the applicable Game Round with all requested details including: <ul> <li>a) selecting which Grand Final experience they would like to attend (either NRL or AFL);</li> <li>b) entering the entrant's personal details including:</li> <li>&gt; first name;</li> <li>&gt; surname;</li> <li>&gt; mail address;</li> <li>&gt; postcode; and</li> <li>&gt; Telstra mobile number;</li> <li>c) providing the entrant's Instagram account handle; and</li> <li>d) answering the question (in 25 words or less): Why do you want tickets to the Grand Final? ("Promotional Question").</li> </ul> </li> <li>Limit one (1) entry permitted per Eligible Entrant per Instagram Live Game Round for each competition. To</li> </ul>			
permitted:	avoid doubt, if an Eligible Entrant enters the 1st Instagram Live Game Round for the AFL Competition; he or she may also enter the 1st Instagram Live Game Round for the NRL Competition by completing a separate entry form. Multiple entries by an Eligible Entrant in the same Game Round for a competition (e.g. either the AFL or NRL competition) are not permitted. Maximum of one (1) prize permitted per person.			
Determination	a) Answers to the Promotional Question will be judged by Taboo (the Promoter's nominated			
of Game	representative for judging) based on creative merit.			
Participants:	<ul> <li>b) There will be a total of four (4) Instagram Live Game Rounds played for each of the AFL and NRL Competitions (one (1) Instagram Live Game Round for each Entry Period corresponding to the NRL and AFL Competitions). For example, the NRL Instagram Live Game Round 2 will be played for the chance to win the Women's NRL grand final experience prize. A total of eight (8) Instagram Live Game Rounds will take place for this entire Promotion.</li> <li>c) The fifteen (12-15) most creative entries, as determined and ranked by the judges, for each AFL/NRL Competition Game Round will be eligible to participate in the Instagram Live Game corresponding to that Game Round ("Game Participants"). Each Game Participant will be designated to either the NRL or AFL Competition based on the Grand Final (AFL or NRL) they elected on the entry form and given a starting position in the game based on their ranking (with the best entry ranking first).</li> <li>d) If there are less than fifteen (12-15) entries received for any given Game Round, all Eligible Entrants to that Game Round will automatically qualify for the respective Instagram Live Game. However, Eligible Entrants will still be ranked by the creativity of their answer to the Promotional Question to determine their starting position in the game.</li> </ul>			
Game	The Game Participants for each Instagram Live Game will be contacted by phone (Telstra mobile number			
Participant	provided on entry) on the respective notification date listed above.			
notification:	N The Instagram Live Come will involve Come Participante succeive the identity of forested for			
Instagram Live Game:	<ul> <li>The Instagram Live Game will involve Game Participants guessing the identity of famous faces as shown by the sporting star hosting the Instagram Live Game. The Instagram Live Game will be broadcasted on a live Instagram feed. The date of each Instagram Live Game is listed in the Promotion Dates table above. The exact time of each Instagram Live Game will be determined by Telstra and notified to Game Participants. The images of AFL faces to be used as part of the Promoter will be a mixture of photos from the last 10 years.</li> <li>The Game Participants will have the chance to play the Instagram Live Game in the order in which they were ranked (with the Game Participant with the best answer to the Promotional Question playing first).</li> </ul>			
	<ul> <li>Not all Game Participants may get the chance to play the Instagram Live Game if an earlier ranked Game</li> </ul>			
	Participant completes the game first.			
	The game host will invite Game Participants to participate one at a time in the order of their ranking. If a Game Participant does not provide a correct answer to the question asked by the host they will automatically be disqualified and the next Game Participant in line will be asked to answer the same question or another question (as determined by the game host).			

	<ul> <li>queue have had an attempt to play before they can</li> <li>If there is any dispute as to whether the answer proallotted time, the Promoter's decision will be final. or her discretion accept an answer as 'correct,' irrest otherwise specified by the Promoter.</li> <li>If three (3) or more Game Participants are unable to Game, the game host may at his or her discretion d Participant in line with a different question to answ</li> <li>The Game Participant who correctly answers the 10 in each Instagram Live Game will be deemed the wir respective prize for that Instagram Live Game.</li> </ul>	the they will not be disqualified but will be placed at need to wait again until all Game Participants in the play again. vided to a question is correct or answered within the The game host in the Instagram Live Game may in his spective of the accuracy of the answer, unless o answer a question correctly in the Instagram Live isregard that question, and present the next Game er. th and final question asked to them by the game host			
	Drize Description	Number of this prize			
A []	Prize Description L Competition Prize: The prize is a 2019 Toyota AFL Grand Final exper	Number of this prize           ience         4 (1 per AFL Competition Instagram			
	the Instagram Live Game winner and a guest, valued at up to AUD\$2				
	ich includes:				
$\triangleright$	A double pass to an exclusive Grand Final Eve Lunch (27th Sept 201	).			
	must be 18 year or over to attend);				
$\succ$	A double pass to the 2019 Toyota AFL Grand Final;				
$\triangleright$	Two (2) economy return flights from the winner's nearest Australian	1 I I I I I I I I I I I I I I I I I I I			
	capital city to Melbourne, VIC (only provided if the winner does not				
	reside in VIC);				
$\triangleright$	Transfers between Melbourne airport and accommodation location	(only			
	provided if the winner resides outside of VIC); and				
$\triangleright$	2 nights twin share accommodation in Melbourne, VIC (27th & 28th	Sept			
	2019), including breakfast.				
	L Competition Prize (for NRL Instagram Live Games 1, 3 & 4 only): Th				
-	ze is a Men's 2019 NRL Grand Final experience for the winner and thr ests, valued at up to AUD\$2,500, based on point of departure, which	ee (3) Live Game 1, 3 & 4)			
-	ludes:				
	Four (4) passes to the 2019 Men's 2019 NRL Telstra Grand Final;				
>	\$40 food voucher and \$40 drink voucher for each winner and their f	hree			
· ·	(3) guests to be used exclusively at ANZ Stadium on the Men's 2019				
	Telstra Grand Final Day;				
$\triangleright$					
$\succ$					
	(exact size determined by the Promoter);				
$\succ$					
	capital city to Sydney, NSW (only provided if winner and their guests do				
	not reside in NSW);				
$\triangleright$					
~	winner resides outside of NSW); and				
≻	2-nights twin share accommodation in Sydney (2 rooms) (5 <sup>th</sup> and 6 <sup>th</sup>				
	October 2019), including breakfast.				
	LW Competition Prize (for NRLW Instagram Live Game 2 only): The p Women's 2019 NRL Grand Final experience for the winner and three				
	ests, valued at up to AUD\$2,500, based on point of departure, which				
-	ludes:				
	<ul> <li>Four (4) passes to the 2019 Women's NRL Telstra Grand Final;</li> </ul>				
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▶ \$	\$40 food voucher and \$40 drink voucher for each of the winner and their				
t	three (3) g	uests (to be used exclusively at ANZ Stadium on Women's NRL			
	Grand Fina	l Day);			
> 0	One (1) jer	sey for the winner and each of their three (3) guests (exact size			
		by the Promoter);			
		sses to an exclusive Grand Final Day Dressing Room Tour;			
		perience during the Women's NRL Grand Final with a talent to			
		ned by the Promoter (for each of the winner and their three			
	(3) guests)				
-		economy return flights from the winner's nearest Australian			
		to Sydney, NSW (only provided if winner does not reside in			
	NSW);				
		etween Sydney airport and accommodation (only provided if			
		des outside of NSW); and			
		in share accommodation in Sydney (2 rooms) (5 <sup>th</sup> and 6 <sup>th</sup>			
	-	19), including breakfast.			
Prize					
Condit	tioner		70		
Condit	uons.	guardian, the guest's parent or guardian must sign a form permitting the guest to participate in the pri-	ze		
		before the guest is permitted to participate in the prize.			
		Prizes are only valid for the specified date in the prize description.			
		• Travel itinerary will be determined by the Promoter in its absolute discretion.			
		• Travel must be taken on the dates specified by the Promoter to coincide with the AFL/NRL Grand Final			
		Dates (as applicable). If a winner is unable or unwilling to travel on the dates required by the Promoter			
		to coincide with the respective AFL/NRL Grand Final, they will forfeit their right to the prize and the pri	ize		
		will not be redeemable for cash or any other alternative in lieu.			
		<ul> <li>The prize is subject to booking and flight availability.</li> </ul>			
		<ul> <li>Frequent flyer points will not be awarded and do not form part of the prize.</li> </ul>			
		• Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from			
		departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs,			
	unless otherwise specified in the prize description, are not included.				
	• Each winner and his/her travel companion(s) are responsible for ensuring that they have valid passports				
		and any requisite visas, vaccinations and travel documentation.			
		• Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner			
		does not, once the prize has been booked, take the prize (or an element of the prize) at the time			
		stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for	r		
		cash.			
		• The winner may be required to present their credit card at the accommodation check in.			
		• Prize is subject to the standard terms and conditions of individual prize and service providers.			
		• The winner and his/her travel companion(s) must depart from and return to the same departure point			
		and travel together.			
	<ul> <li>Any tickets awarded as part of the prize are subject to the event venue and ticket terms and condition</li> </ul>				
	<ul> <li>Any tickets awarded as part of the prize are subject to the event venue and ticket terms and conditions including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve</li> </ul>				
	the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but				
	not limited to intoxication, whilst participating in any element of the prize.				
	<ul> <li>By accepting a prize, the winner agrees to participate in and co-operate as required with all reasonable</li> </ul>				
	<ul> <li>By accepting a prize, the winner agrees to participate in and co-operate as required with an reasonab marketing activities relating to the prize including but not limited to being interviewed and</li> </ul>				
	photographed. The Promoter reserves the right to use the winner's comments, image and name for				
	advertising and publicity purposes in any media in perpetuity without compensation.				
Unclai	imed				
Prizes:		1. Assign the prize to the entry judged the next best entry;			
1 11203.	<ol> <li>Assign the prize to the person who would have been the winner had the original winner not participated</li> </ol>				
		in the Promotion;	cu		
	3. Conduct a further judging to award the prize; or				
	<ul><li>4. Withdraw the prize unawarded.</li></ul>				
L		+. withdraw the prize unawarded.			

The Promoter is under no	obligation to award	any unclaimed prize.
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- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be in acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. Entries open and close for each of the AFL Competition and NRL Competition on the dates/times specified in the Schedule above. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- 5. The winners will be determined by skill. Chance plays no part in determining the winners.
- 6. The judges' decision is final and binding and no correspondence will be entered into.
- 7. All reasonable attempts will be made to contact each winner.
- 8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
- 12. No entry fee is charged by the Promoter to enter the Promotion.
- 13. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.telstra.com.au/privacy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
- 15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions, which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the

extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

- 17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
- 18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
- 19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. 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. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 20. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

- 21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
- 22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 24. Unless otherwise specified, a prize is a single event package for the winner (and where relevant their guests) and cannot be separated into separate events or components.
- 25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 27. By entering this this promotion, the entrant acknowledges and agrees that it is in no way sponsored, endorsed or administered by, or associated with Instagram, and you release Instagram from all liability and claims in relation to this promotion. Any questions, comments or complaints regarding this promotion should be directed to us and not to Instagram.
- "AFL Authorised GF Promotion: GFAFL 19/141"