

2020 ECB Love Supercars Terms & Conditions

1. Name of Competition	ECB Love Supercars competition
2. Promoter's Name & ABN	V8 Supercars Australia Pty Ltd (V8SCA) (ABN 94 077 053 484) of Level 34, Suite 02 100 Miller Street, North Sydney NSW 2060 as Trustee for the AVESCO Unit Trust (ABN 21 767 230 845) of 45 Nerang Street, Southport QLD 4215.
3. Relevant States and Territories	<ul style="list-style-type: none"> • New South Wales (NSW) • Queensland (QLD) • Victoria (VIC) • Tasmania (TAS) • South Australia (SA) • Western Australia (WA) • Northern Territory (NT) • Australian Capital Territory (ACT)
4. Website	N/A
5. Competition Period Start Date and Time	The competition begins at 8:00pm AEST on Tuesday, 21 st April 2020
6. Competition Period Close Date and Time	The competition ends at 8:00am AEST on Tuesday 5 th May
7. Entry Restrictions	<p>a) An individual must reside at a registered address in VIC, NSW, QLD, WA, SA, TAS, ACT and NT at the time of entry to be eligible for the Weekly Round/s and/or Major Prize/s (Entrants).</p> <p>b) If under 18 years of age at the time of entry, entrants must have the express permission of a parent or guardian to enter. If the Entrant is under 18 years of age at the time of entry and cannot provide express permission of a parent or guardian in writing at the request of the Promoter, the Entrant will be deemed invalid and forfeit any prize/s or entitlements associated with the Competition. If an Entrant is under 18 years of age at the time of claiming the prize, they will be required to take the prize accompanied by a parent, legal guardian or otherwise responsible adult.</p> <p>c) Employees, directors, and/or officers (including immediate family members or members of the household) of the Promoter, its subsidiaries, affiliated companies, distributors, advertising, fulfilment and promotion agencies and all other companies or entities associated with the Competition are not eligible to participate. For the avoidance of doubt, competing teams in the Virgin Australian Supercars Championship (VASC) are excluded from participating in the Competition.</p> <p>d) The Competition is void where prohibited or restricted by law.</p> <p>e) Entry is restricted to one entry per person.</p> <p>f) Participation constitutes Entrant's full and unconditional agreement and acceptance of these Terms and Conditions which shall be final in all respects.</p>
8. How To Enter	<p>a) To enter, Eligible Entrants must, during the Competition Period:</p> <ol style="list-style-type: none"> i. View the ECB video posted on the Supercars Facebook page ii. In the comments section below the video, Tell us in 25 words or less "Why you love Supercars". Remember to keep it clean, amusing and entertaining. iii. Once completed, the entry into the Promotion is automatic (Eligible Entry). <p>b) This is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit.</p>

	<ul style="list-style-type: none"> c) All entries must be received during the Competition Period. d) No responsibility will be accepted for late, lost, misdirected or illegible/inaudible entries. e) All entries, once submitted, become the property of the Promoter and shall not be returned. Any incomplete entries will not be eligible. The Promoter reserves the right to verify the validity of each entry and disqualify any person for tampering with the entry process or who does not comply with the terms set forth for the Competition as determined at the Promoter's sole and absolute discretion. f) V8SCA may, at its sole discretion, use and/or disclose any materials Eligible Entrants provide in relation to the Competition, for V8SCA's promotional and business purposes, in any newspaper, advertisement, publication, media statement or other general/promotional material, and Eligible Entrants consent to their information being used by ECB Pty. Ltd. (ABN 25 010 676 034) (ECB Pty. Ltd.).
<p>9. How To Win & Prize Details</p>	<p>The prizes to be won are as follows:</p> <p><u>Minor Prize</u></p> <ul style="list-style-type: none"> a. Ten (10) people (Minor Prize Winners) in total will each receive either a Woolworths gift card to the value of \$100 or a single General Admission ticket to a 2021 Virgin Australia Supercars Championship round of their choice (Excluding the Australian Grand Prix). b. The selection of the Minor Prize Winner will take place at 3:00pm AEST Tuesday 5th May 2020, at 100 Miller Street, North Sydney NSW 2060. c. Redemption of the Minor Prize by the Minor Prize Winner is subject to V8SCA's absolute discretion. d. The total prize pool is valued at \$1000.00 (inclusive of GST). e. The Major Prize Winners will be notified by 5:00pm AEST on 5th May 2020. f. The Minor Prize Winners will be contacted via Facebook messenger in accordance with V8SCA's Privacy Policy. g. If the Minor Prize Winner is unable to take-up the Minor Prize for any reason, a new Minor Prize Winner will be selected. h. If the Minor Prize Winner is unreachable via Facebook Messenger, after five (5) days from when the Minor Prize Winner was selected, V8SCA will re-draw an alternate Minor Prize Winner at midday AEST on Monday, 11th May 2020 at 100 Miller Street, North Sydney, NSW 2060 (the Alternate Minor Prize Winner). i. The Alternate Minor Prize Winner will be contacted by V8SCA in accordance with the contact details recorded on the Eligible Entry. j. The Minor Prize is not transferable. k. V8SCA's decision on awarding the Minor Prize is final and no correspondence with Eligible Entrants or any others will be entered into. l. Any reference to dollars or \$ is to Australian dollars, unless expressly stated otherwise. <p><u>Major Prize</u></p> <ul style="list-style-type: none"> m. One (1) individual person (Major Prize Winner) will receive an ECB Pty. Ltd. Bullbar up to the value of \$3,500. n. The Major Prize Includes installation through an official ECB reseller subject to the winners location. Delivery is included to

	<p>capital cities, but Regional deliveries may incur additional charges to be advised by ECB Pty. Ltd.</p> <ul style="list-style-type: none"> o. The selection of the one (1) Major Prize winner will take place at 4:00pm AEST on Tuesday 5th May 2020 at 100 Miller Street, North Sydney NSW 2060. p. Redemption of the Major Prize by the Major Prize Winner is subject to V8SCA's absolute discretion. q. The total prize pool for the Major Prize is valued at up to \$3,500.00 (inclusive of GST). r. The Major Prize Winner will be notified by 5:00pm AEST on Tuesday 5th May 2020. s. The Major Prize Winner will be contacted via Facebook Messenger and in accordance with V8SCA's Privacy Policy. t. If the Major Prize Winner is unable to take-up the Major Prize for any reason, a new Major Prize Winner will be selected. u. If the Major Prize Winner is unreachable via Facebook Messenger, after five (5) days from when the Major Prize Winner was selected, V8SCA will re-draw an alternate Major Prize Winner at midday AEST on Monday, 11th May 2020 at 100 Miller Street, North Sydney, NSW 2060 (the Alternate Major Prize Winner). v. The Alternate Major Prize Winner will be contacted by V8SCA in accordance with the contact details recorded on the Eligible Entry. w. The Major Prize is not transferable. x. V8SCA's decision on awarding the Major Prize is final and no correspondence with Eligible Entrants or any others will be entered into. y. Any reference to dollars or \$ is to Australian dollars, unless expressly stated otherwise.
<p>10. Collection and use of personal information</p>	<ul style="list-style-type: none"> a) V8SCA may use any personal information Eligible Entrants provide in connection with this Competition for the purpose of running the Competition, in advertisements, publications, media statements and other promotional material associated with the Competition. b) V8SCA may disclose the information for those purposes to its related bodies corporate and contractors, including but not limited to ECB Pty. Ltd. c) If Eligible Entrants do not provide the information requested, they will be ineligible to enter the Competition. d) By participating in the Competition, each Eligible Entrant acknowledges and agrees that a further primary purpose for collection of personal information by V8SCA is to enable V8SCA to contact the Eligible Entrant in the future in relation to this Competition, other promotions, special offers, and promoting and marketing goods and services of V8SCA, including by telephone. e) Entry is conditional on providing this information, which will be handled in accordance with the Privacy Policy available at www.supercars.com. Eligible Entrants may access and request correction of their personal information by contacting V8SCA. f) By entering this Competition, Entrants agree to be contacted by the Promoter, ECB Pty. Ltd. and any third party associated with the Competition for marketing and promotional purposes. If an Entrant does not wish to be contacted for marketing or promotional purposes, an Entrant will be able to unsubscribe from being contacted by the Promoter, ECB Pty.

	<p>Ltd. and any third party associated with the Competition by clicking 'unsubscribe' in any marketing or promotional email received by the Entrant in relation to the Competition. Data will be handled in accordance to Supercars privacy policy: https://www.supercars.com/privacy-policy/</p>
<p>11. Special Conditions</p>	<ul style="list-style-type: none"> a) V8SCA accepts no responsibility for any tax implications that may arise from the winning of the Minor Prize or Major Prize and independent financial advice should be sought in this respect. b) V8SCA, its agencies and companies associated with this Competition are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials in this Competition. c) In the event the Competition is not capable of being conducted due to circumstances beyond V8SCA's control, including due to any technical or communications problems, V8SCA reserves the right to amend, suspend or cancel the Competition. d) V8SCA reserves the right to disqualify all entries from any Eligible Entrant who tampers with, or benefits from tampering with the entry process or the Competition. e) Nothing in these Conditions of Entry limit, exclude, modify, or purports to limit, exclude or modify the statutory consumer guarantees under the <i>Competition and Consumer Act 2010</i> (Cth) or similar consumer protection laws in the States and Territories of Australia (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, V8SCA (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition. f) Except for any liability that cannot be excluded, including the Non-Excludable Guarantees, V8SCA (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the following: <ul style="list-style-type: none"> a. any technical difficulties or equipment malfunction (whether or not under V8SCA's control); b. any fraud, theft, unauthorised access or third party interference; c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by V8SCA) due to any reason beyond the reasonable control of the V8SCA; d. any variation in the Minor Prize or Major Prize value to that stated in these Conditions of Entry; e. any tax liability incurred by a winner or Eligible Entrant; f. taking or use of all or part of the Minor Prize or Major Prize; or

	<p>g. the function, working order or availability of or access to any website, whether operated by V8SCA or not.</p> <p>g) The Eligible Entrant releases and agrees to keep V8SCA indemnified and held harmless from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by V8SCA arising out of the Eligible Entrant's:</p> <ul style="list-style-type: none"> a. participation in the Competition; b. taking or use of all or part of the Major Prize or Minor Prize; and c. any claim by a third party arising from an act or omission by the Eligible Entrant. <p>h) V8SCA is not liable for any failure to comply with these Conditions of Entry. If any part or provision in these Conditions of Entry is found to be invalid, void, voidable, unenforceable or illegal, that part or provision will be read down so that it is not invalid, void, voidable, unenforceable or illegal. If the term or condition cannot be read down, it will be severed and the remaining provisions will continue in full force.</p> <p>i) These Conditions of Entry constitute the entire agreement between the Eligible Entrant and V8SCA as to its subject matter.</p> <p>j) If these rules differ from any promotional or other materials published in connection with the Competition, these rules shall take precedent over any other material published in relation to the Competition.</p> <p>k) By entering this Competition, Entrants grant to the Promoter, and any third party associated with the Competition, including without limitation prize suppliers, a perpetual, non-exclusive, royalty free licence to use the materials for the purposes of conducting the Competition including online and/or on air and for marketing and promotional purposes without additional compensation.</p> <p>l) By entering this Competition, where allowable by law, the Entrant grants to the Promoter, and any third party associated with the Competition, the worldwide right to publish, broadcast and use in any media, including the World Wide Web, participant's entry, name, picture, and likeness, without limitation, for promotional and advertising purposes without additional compensation.</p> <p>m) The Promoter accepts no responsibility for an Entrant's late, lost, incomplete, misdirected, incorrectly submitted, or delayed entry whether (or not) due to, but not limited to, error, hackers, failure of any electronic equipment, computer transmission and/or network connections.</p> <p>n) The Promoter reserves the right to cancel or modify the Competition or these Terms and Conditions if fraud, technical failures or any other factor beyond the Promoter's reasonable control impairs the integrity of the Competition, as determined by the Promoter at its sole discretion.</p> <p>o) In the event that the Minor Prize or part of the Minor Prize is unavailable, V8SCA reserves the right to substitute the Minor Prize or part of the Minor Prize in its discretion with an alternative Minor Prize or part of the Minor Prize to the same and equal recommended retail value and/or specification.</p> <p>p) V8SCA reserves the right to request the Minor Prize Winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of V8SCA.</p>
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	<ul style="list-style-type: none">q) It is a condition of accepting the Minor Prize that the Minor Prize Winner agrees to participate in and co-operate with all reasonable media editorial requests, including but not limited to being interviewed, photographed and filmed. The Minor Prize Winner additionally grants V8SCA a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the Minor Prize Winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with V8SCA at all times.r) In the event that the Major Prize or part of the Major Prize is unavailable, V8SCA reserves the right to substitute the Major Prize or part of the Major Prize in its discretion with an alternative Major Prize or part of the Major Prize to the same and equal recommended retail value and/or specification.s) V8SCA reserves the right to request the Major Prize Winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of V8SCA.t) It is a condition of accepting the Major Prize that the Major Prize Winner agrees to participate in and co-operate with all reasonable media editorial requests, including but not limited to being interviewed, photographed and filmed. The Major Prize Winner additionally grants V8SCA a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the Major Prize Winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with V8SCA at all times.u) These terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the state of New South Wales, Australia without regard to any choice of law principles. The Entrant hereby agrees and irrevocably consents to submit to the exclusive jurisdiction and venue of the courts of the State of New South Wales and of Australia for any and all claims arising from or related to this Competition. Entrant agrees that all claims relating to this Competition shall be resolved individually, without resort to any form of class action.v) These terms set forth the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written.
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