

2019 Watpac Townsville 400 – Supercars Members Competition
Terms and Conditions (the Conditions of Entry)

1. Introduction

- a. The Promoter of this competition (the **Promotion**) is V8 Supercars Australia Pty Ltd (ACN 077 053 484) of 45 Nerang Street, Southport, 4215, Queensland (**V8SCA**).
- b. Instructions and information on how to enter form part of the Conditions of Entry.
- c. By registering and participating in the Promotion, participants agree to be bound by these terms and conditions.
- d. V8SCA reserves the right, at its sole discretion, to change, modify, add or remove portions of these Conditions of Entry at any time.

2. Eligibility Criteria

- a. Entry is only open to valid 2019 Supercars Members that are Australian residents aged eighteen (18) years and over, who have not won a major prize in any V8SCA competition in the past twelve (12) months (**Eligible Entrants**) and who accept these Conditions of Entry and any other terms notified by V8SCA by entering the Promotion.
- b. Directors, management, employees of V8SCA, promotional partners, agencies, suppliers associated with this Promotion including the immediate family members of these people are ineligible to enter (**Ineligible Entrants**).
- c. The Promotion is limited to one entry per person.
- d. It is the responsibility of the Eligible Entrant to check the Conditions of Entry periodically for changes.

3. How to Enter

- a. The Promotion commences at 9:00am AEST on Monday 10 June 2019 and concludes at 11:59pm AEST on Tuesday 25 June 2019 (the **Promotion Period**).
- b. To enter and be eligible, Eligible Entrants must, during the Promotion Period:
 - i. Complete in full and submit the online entry form which is to include all personal details (first name, last name, membership number, email address, mobile phone number, post code, birthday);
 - ii. In 25 words or less, state “What is your favourite feature of the Supercars Membership Program and why?” **Remember to keep it clean, amusing and entertaining;**
 - iii. Entry is to be made via V8SCA’s website located at <http://pages.supercars.com/2019-TSV-Members-Comp.html> (the **Website**)
 - iv. Once completed, the entry into the Promotion is automatic (**Eligible Entry**).
 - v. All entries for the Promotion will then be reviewed and the most original and entertaining entry will be selected as the winner.
- c. 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.
- d. Entries must be the Eligible Entrant’s original work.
- e. No responsibility will be accepted for late, lost, misdirected or illegible/inaudible entries.
- f. All entries become the property of V8SCA and will not be returned.
- g. V8SCA may use and may disclose in any newspaper, advertisement, publication, media statement or other general and promotional material, any materials Eligible Entrants provide in relation to the Promotion for V8SCA’s promotional and business purposes and Eligible Entrants consent to their information being used. For further information, see section 6 below.
- h. The Eligible Entries during the promotion period will go into the draw of the Promotion to win the Major Prize Package.

4. The Prize

- a. One (1) x individual person (**Major Prize Winner**) will receive one (1) x major prize package (the **Major Prize Package**) to be used at the 2019 Watpac Townsville 400 held between 5-7 July 2019 at Reid Park in Queensland (the **Event**) valued up to \$4,000 (the **Major Prize**).

- b. Ten (10) x individual persons (**Minor Prize Winners**) will receive one (1) x minor prize package (the **Minor Prize Package**) to be used at the 2019 Watpac Townsville 400 held between 5-7 July 2019 at Reid Park in Queensland (the **Event**) valued up to \$1,000 each (the **Minor Prize**).
- c. The **Major Prize Package** includes the following:
 - i. One (1) x Meet & Greet for two (2) people during the Saturday night concert at the Event;
 - ii. One (1) x Course Car Ride for two (2) x people during the Event;
 - iii. One (1) x Grid Walk for two (2) x people prior to a Virgin Australia Supercars race at the Event; and
 - iv. One (1) x Garage Tour for two (2) people during the Event.
- d. The **Minor Prize Package** includes the following:
 - i. One (1) x Grid walk for two (2) x people prior to a Virgin Australia Supercars race at the Event.
- e. The Major Prize Package and Minor Prize Packages may only be used at the Event in 2019, does not include flights to and from the Event, accommodation, entry to the Event or any other ancillary costs associated with redeeming the Major Prize Package and Minor Prize Packages. These are excluded and are at the sole responsibility of the Major Prize Winner and Minor Prize Winners.
- f. The selection of the one (1) x Major Prize Winner and ten (10) x Minor Prize Winners will take place at 10:00am AEST on Wednesday 26 June 2019 at 45 Nerang Street, Southport QLD 4215.
- g. Redemption of the Major Prize Package and Minor Prize Packages are subject to V8SCA's absolute discretion, directions and terms and conditions.
- h. The total prize pool is valued up to \$14,000 (including GST).
- i. The Major Prize Winner and Minor Prize Winners will be notified by 5:00pm AEST on Wednesday 26 June 2019 and contacted via email and/or the information left in the Eligible Entry and in accordance with V8SCA's Privacy Policy.
- j. If the Major Prize Winner is unable to take-up the Major Prize for any reason, a new Major Prize Winner will be selected.
- k. If the Major Prize Winner does not contact V8SCA or is unreachable via phone or email by close of business on Friday 28 June 2019, V8SCA will re-draw an alternate Major Prize Winner at 10:00am AEST on Monday 1 July 2019 at 45 Nerang Street, Southport QLD 4215 (the **Alternate Major Prize Winner**).
- l. The Alternate Major Prize Winner will be contacted by V8SCA in accordance with the contact details recorded on the Eligible Entry.
- m. If the Minor Prize Winners are unable to take-up the Minor Prize for any reason, no new Minor Prize Winners will be selected.
- n. Prizes are not transferable or exchangeable and cannot be taken as cash.
- o. V8SCA's decision on awarding the Major Prize Package and Minor Prize Packages is final and no correspondence with Eligible Entrants or any others will be entered into.

5. General entry provisions

- a. V8SCA accepts no responsibility for any tax implications that may arise from the winning of the Major Prize Package or Minor Prize Packages and independent financial advice should be sought in this respect.
- b. V8SCA, its agencies and companies associated with this Promotion 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 Promotion.
- c. In the event the Promotion 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 Promotion.
- 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 Promotion.
- e. Nothing in these Conditions of Entry limit, exclude, modify, or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010* (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 Promotion.
- 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:

- i. any technical difficulties or equipment malfunction (whether or not under V8SCA's control);
 - ii. any fraud, theft, unauthorised access or third-party interference;
 - iii. 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;
 - iv. any variation in the Major Prize Package or Minor Prize Packages value to that stated in these Conditions of Entry;
 - v. any tax liability incurred by a winner or Eligible Entrant;
 - vi. taking or use of all or part of the Major Prize Package or Minor Prize Packages; or
 - vii. the function, working order or availability of or access to any website, whether operated by V8SCA or not.
- g. The Eligible Entrant(s) 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:
- i. participation in the Promotion;
 - ii. taking or use of all or part of the Major Prize Package or Minor Prize Packages; and
 - iii. any claim by a third party arising from an act or omission by the Eligible Entrant.
- 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.
- i. These Conditions of Entry constitute the entire agreement between the Eligible Entrant and V8SCA as to its subject matter.
- j. In acceptance of the Major Prize Package, the Major Prize Winner acknowledges that they may incur ongoing costs associated with the Major Prize Package which are the entire responsibility of the Major Prize Winner.
- k. In acceptance of the Minor Prize Package, the Minor Prize Winners acknowledge that they may incur ongoing costs associated with the Minor Prize Package which are the entire responsibility of the Minor Prize Winner.
- l. The Major Prize Winner and Minor Prize Winners will be required to travel to the Event, for the Major Prize Package or Minor Prize Package on the weekend of the Event being 5-7 July 2019. If the Major Prize Winner is unable to attend the Event during above mentioned dates, the Major Prize Winner will be deemed invalid and the next valid judged winner will be awarded the Major Prize.
- m. In the event that the Major Prize winner or Minor Prize Winners do not provide proof of meeting the age restriction and other valid entry requirements of notification of winning, the Major Prize Package and Minor Prize Packages will be forfeited in full, and the Major Prize Winner or Minor Prize Winner will have no further claim.
- n. The Major Prize Package and Minor Prize Package will be awarded to the person named in their valid entry. Should the Major Prize Winner or Minor Prize Winner or an Eligible Entrants contact details change during the Promotion Period, it is the Major Prize Winner or Minor Prize Winner or the Eligible Entrant's responsibility to notify V8SCA. A request to access or modify any information provided in an entry should be directed to V8SCA.
- o. It is a condition of accepting the Major Prize Package or Minor Prize Package, that the Major Prize Winner or Minor Prize Winners may be required to sign a legal release in the way of a form determined by V8SCA in its absolute discretion.
- p. Should the Major Prize Winner or Minor Prize Winners not meet any of the criteria stated in these terms and conditions to be the valid Major Prize Winner or Minor Prize Winners, the Major Prize Winner or Minor Prize Winners will forfeit all rights to the Major Prize Package or Minor Prize Package.

6. Collection and use of personal information

- a. V8SCA may use any personal information the Eligible Entrants provide in connection with this Promotion for the purpose of running the Promotion, in advertisements, publications, media statements and other promotional material associated with the Promotion.
- b. V8SCA may disclose the information for those purposes to its related bodies corporate and contractors.
- c. If Eligible Entrants do not provide the information requested, they will not be eligible to enter the Promotion.
- d. By participating in the Promotion, 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 Promotion, 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 participating in the Promotion, each Eligible Entrant also acknowledges and agrees to their personal information being used in the future about promotions and offers.
- g. If the Eligible Entrant has elected to receive electronic commercial messages from V8SCA, V8SCA may for an indefinite period unless and until otherwise advised by an Eligible Entrant to the contrary (e.g. through the use of an unsubscribe facility), use the Eligible Entrant's personal information for promotional, marketing, publicity, research, profiling and customer satisfaction purposes, including sending electronic commercial messages to the Eligible Entrant.

7. Special Terms

- a. In the event that the Major Prize Package or part of the Major Prize Package is unavailable, V8SCA reserves the right to substitute the Major Prize Package or part of the Major Prize Package in its discretion with an alternative Major Prize Package or part of the Major Prize Package to the same and equal recommended retail value and/or specification.
- b. In the event that the Minor Prize Package or part of the Minor Prize Package is unavailable, V8SCA reserves the right to substitute the Minor Prize Package or part of the Minor Prize Package in its discretion with an alternative Minor Prize Package or part of the Minor Prize Package to the same and equal recommended retail value and/or specification.
- c. V8SCA reserves the right to request the Major Prize Winner and Minor Prize Winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of V8SCA.
- d. It is a condition of accepting the Major Prize Package 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.
- e. It is a condition of accepting the Minor Prize Package that the Minor Prize Winners agree 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 Winners additionally grant V8SCA a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the Minor Prize Winners 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.