

Terms and Conditions

Motor Culture Australia Pty Ltd (hereinafter referred to as 'Motor Culture Australia' or 'We' or 'Us' or 'Our') is conducting a lucky draw (hereinafter referred to as the 'Contest') for Individuals (hereinafter referred to as 'Participant' or 'Participants' or 'Members' or 'Entrants' or 'Them' or 'You' or 'Your'). The Contest will commence on 21st September 2020 at 12:01am and will conclude on the 24th October 2020 at 11:59pm. The draw will take place at 1pm on the 25th October 2020 and will be held at Grand Central Shopping Centre, Margaret street, Toowoomba, 4350. The winner will be drawn and contacted immediately via phone and email.

1. Conditions of participant entry into the contest

We are giving away our 2017 Harley-Davidson Breakout valued at \$32,000 and 2 \$500 Harley Heaven Gift-cards as a promotion of the Motor Culture Australia Brand. For a participant to be eligible to enter the contest. They must purchase one of our official packages which will automatically enter them into the contest. Access to these packages will be provided by us on all our advertisements, Social media platforms and via contacting us directly. Please see our website for details on our packages at motorcultureaustralia.com

The contest is open to all Australian residents over the age of 18 who enter in accordance with the terms of conditions of entry.

- a. The participants are required to purchase one of our packages via motorcultureaustralia.com or via the links we provide on our social media platforms, which will automatically place them in the contest.
- b. Participants can purchase a package over the phone via the number supplied in our advertisements and on our website. The participant will not pay a call charge fee. Motor Culture Australia covers all call fees.
- c. The contest is going to be held at Grand Central Shopping Centre, on the 25th October at 1pm ('the event'). We welcome all participants and the public to attend.
- d. Our total prize pool is valued at \$33,000 which is made up of and will be drawn in the following order;
 - 1st prize – Harley-Davidson Breakout Valued at \$32,000
 - 2nd Prize – \$500 Harley Heaven Gift-card
 - 3rd Prize - \$500 Harley Heaven Gift-cardThe winners of the contest will be drawn and announced live via our social media platforms at 1pm on the 25th October 2020. The Winners will be published to our Facebook, Instagram and Website.
- e. The contest will be scrutinised by an official staff member of the Grand Central Shopping Centre and the winner will be contacted immediately via phone if they are not present at the event.
- f. We will deliver the prizes to the winners Australia-wide, within 14 business days of the event.
- g. We will cover all delivery and on road costs relevant in the winner's state, however we will not cover insurance costs.
- h. If the prize is unclaimed for longer than the period of 90 days from the initial draw. This will be announced on the 20th January 2021 and we will conduct a redraw and a new winner will be announced on the 21st January 2021 at Grand Central Shopping Centre.

- i. The contest is limited to the first 6,500 entrants only. Once we reach 6,500 participants, our draw will automatically be closed. We will announce this via our social media platforms shall we reach the limit.
- j. A donation will be made at the end of this trade promotional giveaway, to The Smith Family, as per agreement Motor Culture Australia made with The Smith Family prior to the commencement of this trade promotional giveaway. Motor Culture Australia will donate five percent of the revenue generated during the Harley-Davidson Breakout Giveaway promotional period before any expenses. Regardless of whether profits are made, The Smith Family will receive a guaranteed portion. Motor Culture Australia is an authorised fundraiser for The Smith Family, see the end of this Terms and Conditions for the letter of authority from The Smith Family.
- k. Winners of our prizes shall agree to be filmed and photographed for Motor Culture Australia's promotional and advertising purposes.
- l. All purchases of packages are final and cannot be refunded.

2. Conditions of entry

- a. Participants shall be allowed to enter the contest given the following
 - They agree to the terms and conditions of the contest
 - They purchase a package via the official links

3. Representation and Warranties of Motor Culture Australia

Motor Culture Australia Warrants the following:

- a. The vehicles involved in the contest are owned by Motor Culture Australia
- b. The purpose of this contest is to promote the Motor Culture Australia brand and bring awareness to the Motor Culture Australia brand.
- c. We do not sell raffle tickets, or any other form of ticket to enter this contest
- d. All purchases of packages will grant participants memberships, which will include a certain amount of entries to the vehicle giveaway at no cost.
- e. Entries to the contest are strictly, and only provided as promotional prizes to the members or customers of Motor Culture Australia.
- f. Entries cannot be purchased and will not be sold separately.
- g. The contest can be won by any participant who purchases a package from our website, or any official link.
- h. The contest is funded in whole, by Motor Culture Australia.
- i. The contest is solely promoted by Motor Culture Australia Pty Ltd, ABN 34643349357, 9 Dandenong Road, Jamboree Heights, QLD (This is a private address, and is not to be attended to by anyone without prior approval from a representative of Motor Culture Australia Pty Ltd.

4. Representation and warranties of the participant

The Participant represents and warrants that it shall not contact any affiliate, employee, sponsor, or partner of Motor Culture Australia in order to manipulate the Contest results.

DISCLAIMER

By becoming a Member or Customer of Motor Culture Australia the Participant agrees to enter the Contest and Agrees that:

- a) Any and all disputes, claims and causes of action arising out of or in connection with the Contest and the promotional prizes shall be resolved individually with any form of class action;
- b) Any claims, judgments and awards shall be limited to actual out of pocket costs incurred in entering the Contest, but under no circumstances will Motor Culture Australia be responsible for any legal fees;
- c) Participants hereby waive all rights to claim punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering the contest.
- d) In no event will Motor Culture Australia, their licensees, parents, affiliates, subsidiaries and related companies, their advertising or promotional agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from access to, or use of, this website, electronic or computer malfunctions, or entrant participation in this contest, even Motor Culture Australia was advised of the possibility of such damages.
- e) Motor Culture Australia reserves the right to disqualify any Participant found to be tampering with or otherwise abusing any aspect of this Contest as solely determined by Motor Culture Australia.
- f) In the event the Contest is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Motor Culture Australia, that corrupt or impair the administration, security, fairness or proper operation of the Contest, Motor Culture Australia reserves the right to suspend, modify or terminate the Contest.
- g) Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Motor Culture Australia reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- h) Motor Culture Australia assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
- i) The Contest is void where prohibited or restricted by law.
the administration, security, fairness or proper operation of the Contest, Motor Culture Australia reserves the right to suspend, modify or terminate the Contest.
- j) Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Motor Culture Australia reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- k) Motor Culture Australia assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
- l) The Contest is void where prohibited or restricted by law.

Letter of Authority

https://www.motorcultureaustralia.com/wp-content/uploads/2020/09/Letter-of-Authority_The-Smith-Family.pdf

Licence No:

NSW Authority Number: TP/0194

SA Licence Number: T20/1111

ACT Permit Number: TP 20/01241

Valid to all Australian residents.