

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 9th August 2021 at 12:01am and will conclude on the 4th September 2021 at 11:59pm. The draw will take place at 5:30pm on the 5th September 2021 and will be held at Motor Culture Australia, 123 Breakfast Creek Road, Newstead, 4006, QLD. 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 2021 Toyota Hilux Sr5 Valued at \$70,000 and giving 4x participants, a 1-month free subscription to their existing VIP Membership 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 VIP Memberships which will automatically enter them into the contest. Access to our VIP Memberships 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 VIP Memberships at motorcultureaustralia.com/benefits

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

- a. The participants are required to purchase one of our VIP Memberships via motorcultureaustralia.com or via the links we provide on our social media platforms, which will automatically place them in the contest. The participants VIP Membership must be active at the time of the draw to be eligible to win.
- b. Participants can purchase a VIP Membership 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. By signing up as a VIP Member, which is a subscription-based platform. Participants are granted the following number of entries in every Trade promotional draw.
Mini VIP Membership – Receive 1 Entry in every draw
Standard VIP Membership – Receive 2 Entries in every draw
Premium VIP Membership – Receive 5 Entries in every draw
- d. VIP Members entries are accumulative every month.
- e. The contest is going to be held at Motor Culture Australia, on the 5th September 2021 at 5:30pm ('the event'). We welcome all participants and the public to attend.
- f. Our total prize pool is valued at \$70,000 which is made up of and will be drawn in the following order:
 - 1st prize – 2021 Toyota Hilux Sr5, Valued at \$70,000
 - 2nd Prize – 1 Month Free 'VIP Membership'
 - 3rd Prize - 1 Month Free 'VIP Membership'
 - 4th Prize - 1 Month Free 'VIP Membership'
 - 5th Prize - 1 Month Free 'VIP Membership'

The winners of the contest will be drawn and announced live via our social media platforms at 5:30pm on the 5th September 2021. The Winners will be published to our Facebook, Instagram

and Website on the 5th September 2021. You can view the winners via this link:

<https://www.motorcultureaustralia.com/>

- g. The 1st prize winner may alternatively opt to take a cash prize of \$30,000 instead of the vehicle
- h. The contest will be scrutinised by an official scrutineer and the winner will be contacted immediately via phone if they are not present at the event.
- i. We will deliver the prizes to the winners Australia-wide, within 21 business days of the event.
- j. We will cover all delivery costs. Aswell as assist with the on-road process, however due to the nature of the vehicle. We will not cover on road costs or registration costs.
- k. If the prize is unclaimed for longer than the period of 90 days from the initial draw. This will be announced on the 5th December 2021 and we will conduct a redraw and a new winner will be announced on the 6th December 2021 at 1pm, at Motor Culture Australia. The winner of the redraw will be published to our Facebook, Instagram and Website on the 6th December, 2021. You can view the winners via this link: <https://www.motorcultureaustralia.com/>
- l. The contest is not limited to a set number of entrants. It is however limited to VIP Members only.
- m. VIP Members can cancel their subscription at any time, switch between tiers of membership at any time or contact us at any time for special requests.
- n. Every entrant has an equal and fair chance of winning each prize. Meaning, one entrant can win multiple prizes in the competition.

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 VIP Membership 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. Each VIP Membership purchase includes 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 VIP Members 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 VIP Membership 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

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 VIP Member 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.
- m) This Terms and Conditions is the property of Motor Culture Australia, you may not copy or distribute any part of this material without prior written approval from Motor Culture Australia. Any plagiarism or misuse of this material will carry legal consequence.

Licence Number: TP21/01055, TP/01099