

## **Contest Terms and Conditions**

### **Introduction**

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 'Participants' or 'You' or 'Your'). The Contest will commence on the 7<sup>th</sup> of November at 12:01am and will conclude on the 3<sup>rd</sup> of December at 11:59pm ('Contest Period').

### **Prizes**

Our total prize pool is valued at \$76,000 which is made up of and will be drawn in the following order;

- 1<sup>st</sup> prize – 2019 Tesla Model 3, Valued at \$75,000
- 2<sup>nd</sup> Prize – Eftpos Gift Card, Valued at \$500
- 3<sup>rd</sup> Prize – Eftpos Gift Card, Valued at \$500

### **Eligibility**

To be eligible to enter the contest you must purchase one of our official Events Memberships during the Contest Period. This will automatically enter you into the contest at no additional fee. You may purchase Events Memberships through our website <https://www.motorcultureaustralia.com/> or by telephoning us directly.

By purchasing a Membership, you agree that you have read these Terms & Conditions and agree to be bound by them.

All purchases of Events Memberships are final and cannot be refunded due to a change of mind or at the conclusion of the promotion unless otherwise defined by the Motor Culture Australia refund policy.

The contest is open to all Australian residents over the age of 18 (except for South Australia residents) who enter in accordance with these terms and conditions of entry, except for employees of Motor Culture Australia, their immediate family members (parents, spouses, domestic partners, siblings and children) or any other person residing in their household.

Existing VIP members (who hold an ongoing subscription with us) will all be entered into the Contest. There is no limit on the number of VIP members who may be entered into the Contest.

In addition, there is no limit to the number of participants who may enter during the Contest Period. Please note that each participant may hold more than one entry in the competition.

### **Vehicle Prize**

The first prize winner may choose to take a cash prize of \$50,000 instead of the vehicle.

The Winner will have 24 hours to decide between the cash or the vehicle. Motor Culture Australia cannot provide the Winner with any financial or other advice as to which option they should choose.

In the event that the winner takes the vehicle we will cover the cost of registration for 6 months. Otherwise, the winner is solely responsible for paying any duties, taxes, registration fees, fuel, parts, servicing and operating costs associated with the vehicle.

To the extent permitted by law, the winner takes the vehicle on an “as is” basis, and Motor Culture Australia makes no representations or warranties that are not expressly stated in these terms. If a vehicle is advertised as not being road legal, the winner acknowledges that Motor Culture Australia will not be responsible for any costs associated with making the vehicle compliant with any laws. Where a vehicle includes custom modifications, the winner acknowledges that replacement parts may not be available in the future. The winner acknowledges that Motor Culture Australia will not be responsible for any costs associated with any costs of maintenance, operation or any other costs that are not expressly stated in these terms.

Motor Culture Australia is not liable for any damages incurred to any prizes after delivery. Winners will have 24 hours to bring any issues or imperfections forward to Motor Culture Australia for review regarding prizes before they are deemed to have been accepted in the condition it arrived.

We will hand over the prize to the winner Australia-wide, within 21 business days of announcing the winner subject to the prize winner being within a reasonable distance from a metropolitan area and subject to logistics and transportation availability.

### **The Draw**

The draw will take place at 5:30pm AEST on the 4<sup>th</sup> of December 2022. and will be held at Motor Culture Australia, 123 Breakfast Creek Road, Newstead, 4006, QLD. We welcome all Participants and the public to attend. The contest will be scrutinised by an official scrutineer.

The draw will be conducted with an air mix ball machine. The winner will be drawn and contacted immediately via phone and email. We will publish the names of winners on our Facebook, Instagram and website on the 4<sup>th</sup> of December 2022. Participants agree that if they win, they will participate in a prize acceptance handover video or photograph for publication on our website.

If the prize is unclaimed for longer than 90 days from the initial draw, we will make an announcement on the 4<sup>th</sup> of March 2023 and then conduct a redraw on the 5<sup>th</sup> of March 2023 at 1pm, at Motor Culture Australia. The Redraw will be conducted via an air mix ball machine. The winner of the redraw will be published to our Facebook, Instagram and website on the 5<sup>th</sup> of March 2023. You can view the winners via this link: <https://www.motorcultureaustralia.com/>

Every Participant has a random, fair and equal chance of winning. Accordingly, one Participant can win multiple prizes in the competition.

Each winner must sign a Prize Acceptance Form as reasonably required by Motor Culture Australia before receiving their prize.

### **Representations and Warranties**

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 will not sell raffle tickets, or any other form of ticket to enter this contest. Entry to the contest is strictly provided as a promotion when purchasing membership with us, and cannot be purchased separately; and
- d. The contest is wholly funded by Motor Culture Australia Pty Ltd.
- e. The contest is solely promoted by Motor Culture Australia Pty Ltd, ABN 34643349357

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.

### **Disclaimers**

- a. 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.
- b. In no event will Motor Culture Australia, our licensees, parents, affiliates, subsidiaries and related companies, our advertising or promotional agencies or 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 participation in this contest.
- c. 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.
- d. 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.
- e. 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
- f. 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.
- g. 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.
- h. The Contest is void where prohibited or restricted by law.