

Terms and Conditions – VIP Members Club

Motor Culture Australia Pty Ltd (hereinafter referred to as 'Motor Culture Australia' or 'We' or 'Us' or 'Our') is conducting lucky draws (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 at various times and all contests will be held at Motor Culture Australia, 87 Dunhill Crescent, QLD 4170. The winner will be drawn and contacted immediately via phone and email.

Conditions of participant entry into the contest

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 (excluding South Australian residents) over the age of 18 who enter in accordance with the terms and conditions of entry.

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.

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.

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 4 Entries in every draw

Standard VIP Membership – Receive 10 Entries in every draw

Premium VIP Membership – Receive 25 Entries in every draw

VIP Members entries are accumulative every month.

The contests are going to be held at Motor Culture Australia, on various different dates, please refer to each individual T&C's. We welcome all participants and the public to attend.

The winners of the contest will be drawn and announced live via our social media platforms. The Winners will be published to our Facebook, Instagram and Website. You can view the winners via this link: <https://www.motorcultureaustralia.com/>

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.

We will deliver the prizes to the winners Australia-wide, within 21 business days of the event.

We will cover all delivery costs. As well as assist with the on-road process, however due to the nature of the vehicles, the winner is solely responsible for paying any duties, taxes, registration fees, fuel, parts, servicing and operating costs associated with the vehicle.

If the prize is unclaimed for longer than the period of 90 days from the initial draw, we will conduct a redraw and a new winner will be announced at Motor Culture Australia. The winner of the redraw will be published to our Facebook, Instagram and Website. You can view the winners via this link: <https://www.motorcultureaustralia.com/>

For VIP Only Draws, the contest is not limited to a set number of entrants. It is however limited to VIP Members only.

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.

Every entrant has an equal and fair chance of winning each prize. Meaning, one entrant can win multiple prizes in the competition.

The VIP Members are not eligible to automatically enter any in-person event promotional draws. Please refer to the individual Terms and Conditions set out for the in-person event promotions to understand the eligibility criteria. Any event related promotions may require the event attendees to be physically at the event to be eligible for any promotions.

VIP Membership Subscription Terms

Motor Culture Australia offers Monthly VIP Memberships and Annual VIP Memberships ("VIP Memberships"). By purchasing or maintaining a VIP Membership, the Member agrees to the following subscription terms.

Annual VIP Memberships require the full annual fee to be paid upfront. Despite upfront payment, promotional entries included with an Annual Membership are allocated monthly over the twelve-month term and are not issued upfront. Monthly VIP Memberships receive promotional entries monthly in accordance with their applicable tier.

All VIP Membership payments, whether Monthly or Annual, are strictly non-refundable to the maximum extent permitted by law. This includes, without limitation, early cancellation, change of mind, failure to utilise Membership benefits, or any unused portion of an Annual Membership. No refund, credit or compensation shall be provided once a Membership payment has been processed.

A Member may cancel their VIP Membership at any time. Cancellation takes effect immediately. Upon cancellation, whether Monthly or Annual, the Member forfeits all accumulated promotional entries and is removed from all future promotional draws. Cancellation of an Annual Membership prior to the expiry of the twelve-month term does not entitle the Member to any refund or credit for the remaining period.

Where a Member upgrades from a Monthly VIP Membership to an Annual VIP Membership, the Annual term commences immediately upon successful payment. The Monthly Membership is

deemed terminated at that time. Promotional entry allocations will continue under the Annual Membership schedule, and any entries accumulated before the upgrade remain valid unless the Annual Membership is later cancelled.

A VIP Membership remains active only while payments are successfully processed. If a payment fails, the Membership will automatically be marked as inactive. The system will attempt to re-process the failed payment over the following days; however, during any period of failed payment or inactive status, no promotional entries will be allocated. If the payment is not successfully recovered and the Membership is not reactivated, all accumulated entries may be forfeited at the sole discretion of Motor Culture Australia.

Promotional entries have no monetary value. They cannot be redeemed, exchanged, transferred, converted to cash, or assigned to another person. Entries exist solely as promotional rewards linked to active VIP Memberships.

Motor Culture Australia reserves the right to amend, vary, or update Membership tiers, pricing, benefits or entry allocations at any time. Changes apply prospectively and do not affect entries allocated prior to the effective date of the update.

Conditions of entry

- 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
- Representation and Warranties of Motor Culture Australia

Motor Culture Australia Warrants the following;

- The vehicles involved in the contest are owned by Motor Culture Australia
- The purpose of this contest is to promote the Motor Culture Australia brand and bring awareness to the Motor Culture Australia brand.
- We do not sell raffle tickets, or any other form of ticket to enter this contest
- Each VIP Membership purchase includes a certain amount of entries to the vehicle giveaway at no cost.
- Entries to the contest are strictly, and only provided as promotional prizes to VIP Members of Motor Culture Australia.
- Entries cannot be purchased and will not be sold separately.
- The contest can be won by any participant who purchases a VIP Membership from our website, or any official link.
- The contest is funded in whole, by Motor Culture Australia.
- The contest is solely promoted by Motor Culture Australia Pty Ltd, ABN 34643349357

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:

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;

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;

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.

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.

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.

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.

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.

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.

The Contest is void where prohibited or restricted by law.
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