



**WIN THE ULTIMATE MOTORVATION
EXPERIENCE**

TERMS AND CONDITIONS OF ENTRY

This document has been created by Summernats (SN) of PO Box 1329, Kingscliff NSW 2487.

TERMS & CONDITIONS OF ENTRY

By entering the Motorvation 38 (MV38) Win the Chance to Upgrade Your Ticket to A Double Platinum Pass (Competition) you are agreeing to the following Terms & Conditions:

1. GENERAL TERMS

- 1.1. Information on how to enter the Competition and prize details form part of these Terms & Conditions of entry.
- 1.2. Participation in the Competition constitutes acceptance of these conditions of entry. Entrants must comply with these Terms & Conditions of entry to be valid.

2. PROMOTER'S DETAILS

- 2.1. The promoter is Summernats (ABN 48 139 042 961) of PO Box 1329, Kingscliff NSW 2487 (Promoter).

3. WHO CAN ENTER

- 3.1. The competition is open to anyone who purchases an MV38 ticket before *11:59pm AWST Thursday 25 January 2024*.
- 3.2. Employees of the Promoter or the Promoter's associated agencies or companies directly involved in the Competition and their immediate family members are ineligible to enter.

4. HOW TO ENTER

- 4.1. The Competition commences at *4:00pm AWST on Tuesday 16 January 2024* and entries close at *11:59pm AWDT on Thursday 25 January 2024* (Promotional End Date).
 - a. To enter this competition you must purchase a ticket to Motorvation 38 here <https://motorvation.com.au/ticket-prices/>
- 4.2. Anyone that purchases a ticket before the Promotional End Date has an automatic entry.
- 4.3. You get one (1) entry per ticket purchased.

5. HOW TO WIN

- 5.1. Anyone who purchases a ticket up until the Promotional End Date has a chance to win the Major Prize.
- 5.2. All prizes will be drawn at *11:59pm AWDT on Monday 29th January 2024* via an electronic draw from the MV38 ticket purchase data base.
- 5.3. The number of winning entries will be the same as the total number of prizes specified.
- 5.4. The list of winners is final and binding and no correspondence with entrants or any other person will be entered into.
- 5.5. Winners will be contacted via the email address that is attached to their ticket purchase account between *1:00pm and 4:00pm AEDT on Monday 29th January 2024*.

Commented [CM1]: @Natalie Gatt , I often leave a few days between competition close and picking the entry... just gives a bit more breathing room in case there's any issues with getting lists through. You may want to keep it as it is, I just thought I would mention as I've found it a handy little breathing break in previous comps

6. PRIZES

6.1. The following prize is not transferable:

- a. One (1) x Camping Site for two (2) people at Motorvation 38. RRP \$210.00 (AUD).
- b. One (1) x Burnout passenger ride. RRP \$500.00 (AUD).
- c. One (1) x Supercruise passenger ride. RRP \$500.00 (AUD).
- d. One (1) x Motorvation 38 merchandise pack including a tee, hat and sticker. RRP \$88.00 (AUD).
- e. One (1) x Unveil Sneak Peek at Motorvation 38 for two (2) people. RRP \$150.00 (AUD).

TOTAL PRIZE POOL: \$1,448.00 (AUD)

6.2. The prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash. The Promoter will not be liable in the event that the winning entrants do not take, or are unable to use, the prize or any portion of it for any reason.

6.3. Entrants grant the Promoter permission to communicate with them by email and/or telephone in order to provide instructions as to how the winning entrant is to claim the prize and establish his/her entitlement to it.

6.4. If the prize is unavailable for reasons beyond the Promoter's control, the Promoter, in its sole discretion reserves the right to substitute the prize with a prize of equal or greater value, subject to any written directions from a regulatory authority.

6.5. In participating in the Competition, the winner agrees to participate and co-operate as required in all editorial and media/PR activities relating to the Competition, including but not limited to being interviewed and photographed. The winner authorises the Promoter to use such footage and photographs together with the winner's name, voice, video entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference to the winner.

7. UNCLAIMED PRIZES

7.1. Subject, where relevant, to any directions given under the legislation regulating the Competition, if the prize is:

- a. Not claimed by the winning entrant by 12:59pm AEDT on Tuesday 30th January 2024 of the draw; or
- b. Forfeited for any reason; or
- c. The winner is not available;

The prize will be deemed unclaimed and a new winner will be chosen at random.

8. NO LIABILITY

8.1. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the

competition including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

- 8.2. If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition), the Promoter reserves the right, in its sole discretion, to disqualify any entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
- 8.3. Once the prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the prize being damaged, stolen or lost.
- 8.4. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. PRIVACY CONSENT

- 9.1. All entries remain the property of the Promoter. The Promoter collects personal information in order to conduct the Competition, to assist in providing the products or services an entrant has requested (if any), and to improve its products and services. The Promoter or any of its related companies may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let you know about products, services or promotional activities which may be of interest to you until you inform the Promoter otherwise.
- 9.2. The Promoter may also share your information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions (including administering the competition or trade promotion or distributing prizes). The Promoter may also disclose your personal information in accordance with these terms and conditions if you are the prize winner, and as required, to Australian regulatory authorities.
- 9.3. The Promoter is not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in the competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or

satellite network failure, theft or destruction or unauthorized access to or alteration of entries.

- 9.4. The Promoter is not responsible for lost, late, incomprehensible or incorrect entries in the competition. The Promoter also accepts no responsibility for any tax implications that may arise from prize winnings in the competition. You should seek independent financial advice about such matters.
- 9.5. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside our reasonable control, the promoter is entitled to cancel, terminate, modify or suspend the competition - subject to any written directions from any applicable regulatory authority.
- 9.6. The winners release the Promoter, and its related bodies corporate from any and all causes of action, losses, liability, damage, expense (including legal expenses) cost or charge suffered, sustained or in any way incurred by the winner as a result of any loss or damage to any physical property of the winner, or any injury to or death of any person arising out of, or related to, or in any way connected with the Promoter, the promotion or the prize.
- 9.7. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth). To view Summernats privacy policy please visit <https://summernats.com.au/privacy-policy/>.