



## ADELAIDE 500 – Ugly Jumper Giveaway Facebook Competition

### TERMS AND CONDITIONS

#### PROMOTER

1. The 'Promoter' is the The Motor Sport Group, a part of the South Australian Tourism Commission of 121/125 King William St, Adelaide SA 5000. ABN 80 485 623 691

#### CONDITIONS OF ENTRY

2. Entering this promotion constitutes acceptance of these Terms and Conditions and any other terms and conditions appearing on <https://www.facebook.com/OfficialAdelaide500> (Facebook Page) specific to this promotion.
3. The '**promotional period**' will commence at 2:00pm ACST on Monday 5<sup>th</sup> June 2017 and closes 16:00pm ACST Friday 9<sup>th</sup> June 2017.

#### WHO MAY ENTER

4. Entry is open to all Australian residents aged 18 and over.
5. Employees or contractors of the Promoter or its associated companies or agencies, or any suppliers of prizes, or the immediate family of such persons, are not eligible to enter this promotion. "Immediate family" means spouse, parent, child or sibling, whether or not they live in the same household.

#### HOW TO ENTER

6. The promoter will upload a written post on the Adelaide 500 Facebook Page announcing the competition (**the Facebook Post**).

7. To enter the competition, entrants must:
  - 7.1 Comment on the Facebook Post during the promotional period in answer to the question posed 'Describe the ugliest jumper you own, and your jumper size, to go in the draw for a chance to add one of ten jumpers to your collection!'
8. All entries become the property of the Promoter.
9. Entries not completed in accordance with these Terms and Conditions or received after the closing date will not be considered.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights

### **SELECTION OF WINNER**

11. There will be ten (10) prize winners for the promotional period.
12. Drawing of the winning entries will be conducted manually at PPR Australia, 232 Hutt Street Adelaide SA 5000 at the following time:
  - 12.1 16:00pm ACST on Friday 9<sup>th</sup> June 2017
13. Each prize winner will receive one (1) Official Clipsal 500 Adelaide Ugly Jumper, valued at \$89
14. All other costs associated with the prizes are the responsibility of the winner.
15. The winning entrants will be chosen randomly from the entries received. Each entry has an equal chance of winning a prize.
16. The result of the competition, including the determination of the correct entries and the winners, is final, and the Promoter will not enter into any correspondence regarding the result.

### **PRIZES**

17. Prize values are GST inclusive and are in Australian dollars and represent the estimated retail value as provided by the supplier as at time of printing. The Promoter accepts no responsibility for any variation in prize value.
18. The total prize pool value is \$890.00

19. The prizes must be taken as offered and are not exchangeable, transferable, or redeemable for cash or for resale. In the event that the prizes are unavailable, the Promoter reserves the right to substitute a prize of equal or greater value.

## **NOTIFICATION OF WINNERS**

20. The winners will be notified via Facebook at 16:00pm ACST on Friday 9<sup>th</sup> June 2017.
21. The Promoter will make every reasonable effort to contact the winner. However, if the prize remains unclaimed for a period of three (3) months of the date of the selecting of the winner, the prize will be forfeited and may be used or distributed by the Promoter at the discretion of the Promoter.
22. The name of the prize winners will be published on the Facebook Page as a comment on the original competition post.
23. The winner may be asked for proof of identity, age or residence to confirm eligibility.
24. The winner agrees to the use of their name, image and photograph/s for publicity and promotional purposes, without compensation, and agree that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.

## **PRIVACY**

25. In order for entrants to participate in this promotion, the Promoter may collect the name, age, email, address and telephone number of each entrant (**Personal Information**). Any Personal Information is protected by security safeguards in line with SATC's privacy policy. The Personal Information is collected to enable the Promoter to administer the promotion and identify the winner.
26. By entering this promotion, those entrants who provide Personal Information consent to the use of their Personal Information for future marketing and promotional purposes of the Promoter. Winning entrants agree that their identities may be disclosed in promotional material and on the Facebook Page and Website. Personal Information will not be used for any other purpose.
27. For further information, the Promoter's privacy policy is located on the Website.

## **LIMITATION OF LIABILITY**

28. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, the Promoter is not liable for any loss suffered to person or property by reason of any act

or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply of goods and services by any person to the prize winner or by use of the prizes. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

29. If for any reason the promotion does not run for its duration due to a computer virus, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter that corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion or disqualify any individual who tampers with the entry process. The Promoter is not responsible for any:
  - 29.1 malfunction, delay or traffic congestion on any network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - 29.2 failure of any email or entry to be received by the Promoter; or
  - 29.3 injury or damage to entrants or any other person related to or resulting from participation in the promotion or downloading any materials for the promotion.
30. In the case of the intervention of any outside agent or event which naturally changes the result of the promotion or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest or strikes; the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions.
31. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.