Supercars Competition Terms and Conditions

NTI Townsville 500 Colouring in

- 1. Information on how to enter forms part of these terms and conditions.
- 2. Entry is only open to people who enter the NTI Townsville 500 colouring in competition.
- 3. Entrants under 18 years old must have parental/guardian approval to enter. The parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
- 4. The competition commences at 9am AEST on Friday 14 June 2024 and closes at 5pm AEST on Tuesday 2 July 2024 (the *Promotional Period*).
- 5. To enter, the entrant must:
 - (a) Live in Australia;
 - (b) Complete the colouring in sheet (including with their contact details) available at a Townsville Library or via online download at <u>https://www.supercars.com/competitions/townsville-colouring-in-competition;</u> and
 - (c) Return the completed stencil to one of the Townsville City Library branches at Flinders Street, Aitkenvale or Riverway by the end of the Promotional Period.
- 6. An individual entrant can only use one email address at any given time. Multiple email address and entries per individual entrant will not be accepted and the entrant will be excluded from the participation in the competition.
- Five (5) winners will be drawn at random to win one (1) x General Admission Double Pass to the 2024 NTI Townsville 500, to the value of \$330.00 each (the *Prize*).
- The draw will take place at the Promoter's office at the NTI Townsville 500 at 8am AEST on 3 July 2024.
- 9. The winners will be notified via telephone and email on 3 July 2024.
- If a winner does not confirm receipt of correspondence from the Promoter by 5pm AEST on 3 July 2024 a second draw will take place at 8am AEST on 4 July 2024 at the Promoter's office at the NTI Townsville 500. The new winner will be notified via email.
- 11. The Promoter's decision is final and binding no correspondence will be entered into. The Promoter accepts no responsibility for lost or misdirected entries. Incomplete or indecipherable entries will be deemed invalid.
- 12. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 13. Prizes are not transferable or exchangeable and cannot be taken as cash. Stated prize values are the recommended retail value (including GST) in Australian dollars as provided by the supplier and are correct at the time of printing.

- 14. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the Promoters reasonable requirements. The winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 15. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
- 16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize.
- 17. If for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner.
- 18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 19. Entrants must only enter in their own name. The Promoter reserves the right to request the winners to produce appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, eligibility to enter and claim a prize and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that winner's entry will become invalid. The prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
- 20. All entries become the property of the Promoter. As a condition of entering into this promotion, entrants agree to assign all of their rights, title and interest (including copyright) in and to their entry and any other material submitted as part of or in connection with an entry ("Material") to the Promoter and consents to the Promoter using the entry and Material in any manner the Promoter wishes (including modifying, adapting or publishing the entry and Material in whole or in part or not at all), by way of all media, including, without limitation, posting their entry and Material (whether in original form or a modified or adapted by the Promoter as permitted under this paragraph) on the Promoter's website without payment to the entrant (of royalties, compensation or otherwise). Each entrant warrants to the Promoter that each entry submitted is an original creative work of the entrant, which does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty and consents to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
- 21. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where

arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the Prize. The entrant agrees not to bring any claim or proceeding against Promoter (including its officers, employees and agents) for any damage, loss, injury or liability you may suffer in participating in this competition or otherwise connected with you accepting and performing the prize.

- 22. Entrants consent to the Promoter using their name, likeness, image or voice (or a combination of these) in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promotional and other marketing materials.
- 23. By entering this competition, the Promoter will collect the personal information the entrant will have to provide to participate. If an entrant wins the competition (the *Winner*), the Promoter may collect further information from the Winner. The Promoter may also be required by gaming and lottery legislation to collect some of the personal information. If the Promoter does not collect some or all of this information, the Promoter may not be able to allow the entrant to enter the competition or provide the prize to the Winner.
- 24. The Promoter collects this information to administer the competition and fulfil the prize, and promote and market products and services of itself and its partners. The Promoter may also use the personal information to conduct research and to plan and develop its product and marketing strategies.
- 25. The Promoter may disclose Entrant's personal information to:
 - (a) entities who assist the Promoter in administering the competition and fulfilling the prize, and other prize suppliers and deliverers;
 - (b) marketing, research, and communications agencies;
 - (c) the Promoter's partners who will use and disclose it for similar purposes and subject to its privacy policies;
 - (d) the authorities responsible for the regulation of gaming and lotteries and other government agencies, where applicable; and
 - (e) other parties where required by law.
- 26. By submitting an entry into this competition entrants consent to receive promotional and other marketing communications from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each communication sent by the Promoter. The Competition Winners' names may also be published as and/or required by relevant gaming and lottery legislation.
- 27. The Promoter will handle your personal information in accordance with its Privacy Policy. Please read Supercars privacy policy available on Supercars' website at

https://www.supercars.com/privacy-policy/ which tells you how we use any personal information we may collect about you by entering a promotion.

- 28. You may request access and/or to update, correct or delete your personal information or lodge a complaint about a privacy breach by writing to the Promoter. If an Entrant does not wish to receive marketing or research communications from the Promoter or for the Promoter to provide Entrant's personal information to the Partner, the Entrant is required to contact the Promoter at privacyofficer@supercars.com
- 29. Any term in these Terms and Conditions that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining terms of these Terms and Conditions enforceable.
- 30. The Promoter is V8 Supercars Australia Pty Ltd (ACN 077 053 484), Level 34, Suite 02 100 Miller Street, North Sydney, NSW, 2060.