

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 19th of May 2024 12:01am and will conclude on the 30th of November 2024 at 6:59pm ('Contest Period').

Prizes

Our total prize pool is valued at \$10,000 which is made up of and will be drawn in the following order;

- 1st prize – \$10,000 Cash, valued at \$10,000

Eligibility

To be eligible to enter the contest you must attend one or more of the official Cars & Culture Events run by Motor Culture Australia in person, and scan the QR code on the 'Golden Ticket' display banner to register to be in the draw.

Each individual can only register once per event, and each registration is equal to one entry into the draw. You can attend multiple events and register multiple times to be in the draw. The individual must scan the QR code at the event during the Contest Period. There are no fees involved in registering to be in the draw.

To see the full list of upcoming events, you can visit our official website:

<https://motorcultureaustralia.com/>

By registering to be in the draw, you agree that you have read these Terms & Conditions and agree to be bound by them.

The contest is open to all Australian residents over the age of 18 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.

This is an in-person only promotion, no existing MCA customers or VIP Members will automatically be in the draw.

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 by attending multiple events.

The Draw

The draw will take place at 7:30pm AEST on the 30th of November 2024 and will be held at Motor Culture Australia, 87 Dunhill Crescent, Morningside 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 2nd of December 2024. 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 3rd of March 2025 and then conduct a redraw on the 4th of March 2025 at 1pm, at Motor Culture Australia. The Redraw will be conducted via an air mix ball machine. The winner will be drawn and contacted immediately via phone and email. The winner of the redraw will be published to our Facebook, Instagram and website on the 5th of March 2025. You can view the winners via this link: <https://www.motorcultureaustralia.com/>

Every Participant has a random, fair and equal chance of winning.

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. Any 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.

Cancellation Clause

If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorized intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

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