

# KIA ESSENDON FOOTBALL CLUB POWER TO SURPRISE PROMOTION TERMS & CONDITIONS

All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant and their parent/guardian (where applicable).

## Schedule to Entry Conditions

### 1. Promoter

Name: Kia Motors Australia Pty Ltd.

ABN: 97 110 483 353

Address: 350 Parramatta Road, Homebush, NSW 2140

Phone: 1800 600 010

### 2. Who may enter?

Entry is only open to persons who meet all the following criteria:

- (i) Residents from Victoria (VIC)
- (ii) is willing, ready and able to complete all entry requirements (and prize requirements if they are a winner) at the times and dates set out in these Terms and Conditions.

("Eligible entrants")

Employees (and their immediate families) of the Promoter and its contractors and agencies associated with the promotion are ineligible to enter. "Immediate family" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

### 3. Promotional Period

The promotion starts at 5:00pm AESDT on 22<sup>nd</sup> March 2017 and closes at 3:00pm AESDT on 24<sup>th</sup> March 2017 ("**Promotional Period**").

### 4. (a) How to enter?

To enter, eligible entrants must, during the Promotional Period:

- (i) Visit [www.facebook.com/Essendon](http://www.facebook.com/Essendon)
- (ii) Post a comment underneath the Kia Surprising Moments Facebook post guessing the Kia Surprising Moment requested and write in 25 words or less who you would like to surprise and why.

- (iii) Be ready and willing to attend the Essendon FC game on Saturday, March 25.

## **(b) Maximum number of entries**

Limit of one (1) entry per person

## **(c) Prize**

The first eligible winner drawn will win the following Prize:

- A. Four (4) premium home reserved tickets and two (2) children (between 5-14 years of age) to be the official Essendon Football Club Junior Game Mascots for the Essendon FC home game on Saturday, 25<sup>th</sup> March 2017 at the Melbourne Cricket Ground.
- B. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age who may accompany the winner.
- C. Ticket conditions apply.

Maximum retail value of the Prize is \$400 AUD.

## **(d) How winners are determined**

All eligible entrants will be judged by the Kia Motors Australia (KMAu) Marketing Department by 3.30pm AESDT on Friday, 24<sup>th</sup> March 2017 at 67 Epping Road, Macquarie Park NSW 2113. The promotion is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged and such judgement may be used on literary and creative merit of the entry. KMAu will not be responsible for any entries that were not properly submitted, lost, misplaced or had not been found or searched by KMAu.

## **5. Winner notification**

All winners will be notified by phone within 24 hours of the draw.

## **6. Redraw or redetermination of winner**

The Promoter reserves the right to redraw the Prizes, in the event that the winner fails to comply with these terms and conditions, forfeits, or does not claim the prize by 5:50pm AEDST on Friday, 24<sup>th</sup> March, 2017. If a prize remains unclaimed by that date, the second chance draw will be held at 6:00pm (AESDT) on Friday, 24<sup>th</sup> March 2017 at the same location as the original draw. All eligible entrants will be entered into any second chance draw that may be held. Disposal of the unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. The unclaimed prize draw winner will be contacted by phone and in writing by email within 1 hour of the redraw and will be provided with details of how to claim their Prize.

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# **Entry Conditions**

## **1. ENTRY**

1. Entry is only open to those persons specified in Item 2 of the above Schedule to Entry Conditions ("**Schedule**").
2. To enter, eligible entrants must follow the instructions specified in Item 4(a) of the Schedule.
3. Entrants must not enter more than the number of times specified in Item 4(b) of the Schedule.

4. All entries must be received by the Promoter by or in the period indicated in Item 3 of the Schedule. Entries are deemed to be received at the time the Promoter receives the entry in its promotion database, and not at the time of transmission by the entrant.
5. The Promoter may, at any time, verify the validity of entrants and entries (including an entrant's identity, age, place of residence and whether they hold any driver's licence required to enter this promotion). Entrants must fully cooperate with the Promoter in connection with such verifications.
6. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. However, the Promoter may (but is not obliged to) at its discretion accept an entry which contains errors or omissions.
7. All costs with entering this promotion (including without limitation, costs in accessing any website) is the entrant's responsibility.

## **2. PRIZES**

1. The prizes in this promotion include the prizes set out in Item 4(c) of the Schedule. The entrant agrees to any terms relating to the prizes set out in Item 4(c) of the Schedule.
2. Prize winners will be selected in accordance with the method set out in Item 4(d) of the Schedule.
3. Prize winners will be notified in accordance with the terms set out in Item 5 of the Schedule.
4. The entrant must ensure they provide their correct contact details to the Promoter, and to notify the Promoter of any changes to their contact details before the date and time for announcing winners. The Promoter will not be liable if it cannot contact any winner because of any incorrect contact details provided by an entrant.
5. If a winner is under 18 years, the Promoter may award the prize to the winner's parents/guardian on the winner's behalf.
6. If the Promoter requests, the winner (and any parent or guardian of the winner) must provide the Promoter with proof of identity before being eligible to claim a prize. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
7. If any prize or portion of a prize is unavailable, the Promoter may at its sole and absolute discretion substitute the prize or portion of that prize with a prize of equal value and/or specification, subject to any directions from any regulatory authority, if applicable.
8. The maximum prize pool value is set out in Item 4(c) of the Schedule. The Promoter accepts no responsibility for any variation in the total prize value or any individual prize value.
9. Prizes or any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless the Promoter agrees otherwise in writing.
10. Prizes are awarded subject to the standard terms and conditions of individual prize and service providers.
11. Any ancillary costs associated with redeeming a prize (including without limitation, transportation costs) are not included and are the responsibility of the winner.
12. The entrant agrees to the terms concerning (if applicable) redraws and redetermination of winners set out in Item 6 of the Schedule.

13. These Terms and Conditions and any promotional materials connected with this promotion do not include by implication any term, condition, representation or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, image, manufacture, design or performance of any of the prizes, to the fullest extent permitted by law.

### **3. PRIVACY**

1. The Promoter collects the entrant's personal information to conduct this promotion and may, for this purpose, disclose such information to third parties, including without limitation, to its agents, contractors, affiliated entities, service providers, prize suppliers and Australian regulatory authorities.
2. The Promoter may, for an indefinite period, unless otherwise advised by the entrant, use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any opt out, access, update or correct information request to the Promoter. A copy of the Promoter's privacy policy can be viewed at <http://www.kia.com.au/privacy>.
3. Entrants consent to the Promoter using their name, suburb of residence, photo, likeness, image, voice, recording, film and/or footage in any media for an unlimited period without remuneration to promote this promotion (including any outcome), and promote any products and services that the Promoter supplies or distributes.

### **4. GENERAL**

1. All of the Promoter's decisions in connection with this promotion are final and binding, and no correspondence will be entered into regarding the decisions. All decisions are made at the sole and absolute discretion of the Promoter.
2. Entrants agree to indemnify and keep indemnified the Promoter against all losses, costs, expenses, damages or liabilities that the Promoter suffers or incurs or is likely to suffer or incur, and against all claims, demands, proceedings, suits and actions against the Promoter in connection with an entrant's breach of any of these Conditions.
3. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. The Promoter may at its sole and absolute discretion and to the full extent permitted by law:
  - a. invalidate any entry;
  - b. disqualify any entrant; and/or
  - c. subject to written directions from state regulatory bodies, modify, suspend, terminate or cancel the promotion, as appropriate, for any reason the Promoter deems appropriate at its discretion, including without limitation if:
    - d. any entry does not comply with any of these Conditions, is incomplete or indecipherable, or is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents;
    - e. any entrant does not comply with these Term and Conditions or tampers with the entry process;
    - f. the promotion is not capable of being conducted as reasonably anticipated;
    - g. any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
    - h. any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs; and/or

- i. any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion.
5. To the extent permitted by law, the Promoter (including its respective officers, employees, directors, contractors, agents and affiliated entities) is not responsible for and excludes all liabilities (including exclusion of all liabilities for negligence, personal injury, illness and death of any person), losses, expenses, damages, costs, claims, demands, proceedings, actions and suits (whether or not direct, indirect, special, consequential) arising as a result of or in connection with any of the following:
  - a. any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
  - b. any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs; and/or
  - c. any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion;
  - d. entry or prize claim that is late, lost, altered or damaged, whether or not due to the Promoter's act, omission or fault;
  - e. variation in prize value to that stated in these Terms and Conditions;
  - f. entrant's or other person's participation in this promotion;
  - g. damage caused to any prize in transit before the prize winner takes possession;
  - h. tax liability incurred by a winner or entrant;
  - i. use or misuse of the prize;
  - j. invalidation of any entry;
  - k. disqualification of any entrant; and/or
  - l. any cancellation, termination, modification or suspension of this promotion.