

WHICHCAR TV 2019 PROMOTION Terms and Conditions

1. Information on how to enter and the prize forms part of the Terms and Conditions. Entry into the promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to all residents of Australia and New Zealand aged 18 years or over who are available to travel to Tokyo, Japan from 24/10/2019 to 31/10/2019 in the event they are drawn as the winner.
3. Employees of the Promoter and their immediate families and associated agencies with this promotion are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. The promotion commences on 13/01/2019 and concludes on 15/07/2019 at 23.59 (AEST) ("**Promotional Period**").
5. To enter, individuals must, during the Promotional Period:
 - a. visit www.whichcar.com.au, follow the prompts to the promotion entry page and complete the entry form (including their full name, state, telephone number and valid email address) ("**Online Entry**") to receive one (1) entry in the draw; and/or
 - b. subscribe to Wheels, MOTOR, Street Machine, 4x4 Australia or Unique Cars print or digital magazine to automatically receive fifty (50) entries in the draw.
6. Multiple entries permitted, subject to the following: (a) only one Online Entry permitted per person; and (b) each Online Entry must be submitted separately and in accordance with entry requirements.
7. 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 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, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. 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.
9. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
10. Incomplete or indecipherable entries will be deemed invalid.
11. The draw will take place at 11.00am (AEST) on 29/07/2019 at 7 Salamander Court, Mermaid Waters, QLD 4218 in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and via email on 31/07/2019. The winner's name will be published on www.whichcar.com.au and in The Australian on 05/08/2019.
12. The first valid entry drawn from all valid entries received will be deemed the major prize winner and will receive a trip for two (2) adults to Tokyo, Japan for the 2019 Tokyo Motor Show, held during the period 24/10/2019 to 04/11/2019 (inclusive) valued at up to AUD\$19,050, depending on point of departure. The prize includes:

- Return premium economy class airfares for two (2) adults from the winner's nearest capital city (if winner resides in Australia) or from the nearest of Auckland, Wellington or Christchurch (if winner resides in New Zealand) to Tokyo, Japan valued at up to AUD\$10,000.00 (including taxes, depending on point of departure);
 - Seven (7) x nights accommodation in a standard twin share room in a minimum of three (3) star hotel for two (2) adults valued at up to AUD\$4,000;
 - Two (2) x 2019 Tokyo Motor Show event tickets, valued at \$50.00; and
 - AUD\$5000 spending money for the winner only, awarded via a VISA Gift Card.
13. Prize must be taken to coincide with the 2019 Tokyo Motor Show event (with flights departing on 24/10/2019 and returning on 31/10/2019 and is subject to booking and flight availability). The prize cannot be changed once the flight booking has been made. In the event that the winner is unable to redeem the prize on the dates stipulated by the Promoter, and the winner is unable to transfer the prize to a nominated person, then the prize will be forfeited by the winner and neither cash nor another prize will be awarded in lieu of the forfeited prize. In the event that the entire prize is forfeited by the winner, the Promoter will award the prize to the next valid entry drawn.
 14. The Promoter's decision is final and no correspondence will be entered into.
 15. The winner (and their companion) must travel at the same time, must depart from, and return to, the same Australian capital city and are responsible for transport from their residence to the airport for flight departure. Frequent flyer points will not form part of the prize.
 16. The winner (and their companion) are responsible for all other expenses including (but not limited to) additional spending money, meals, in-room charges, drinks, transfers including to and from the event venue, laundry charges, additional activities, incidentals, energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
 17. Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking.
 18. It is a condition of accepting the prize that the winner may be requested to present their credit card upon arrival at any hotel to cover all incidentals they may incur including their stay at that hotel.
 19. Prize must be taken as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. Redemption of the VISA Gift Card and Tokyo Motor Show tickets are subject to the terms and conditions stipulated on the Gift Card and tickets. The Promoter will not be liable for any Gift Card/ticket that has been lost, stolen, forged, damaged or tampered with in any way. Any unused balance of the Gift Card will not be awarded as cash. Redemption of prize at a venue is subject to the standard rules and regulations of that venue/s.
 20. As a condition of accepting the prize, the winner (and their companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
 21. Prize is subject to the standard terms and conditions of individual prize and service providers.
 22. The 2019 Tokyo Motor Show tickets are subject to the event venue and ticket terms and conditions, including any applicable age restriction to certain areas of the event. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

23. The winner and their guest must not engage in any illegal or unsafe behaviour whilst participating in the prize. To the extent allowable by law, the Promoter and its partners exclude any legal liability or responsibility for legal or otherwise incidents or activities engaged in by the winner or their guest during participation in the prize.
24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
26. Subject to the unclaimed prize draw clause, if for any reason whatsoever the winner does not take / redeem the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited by the winner and cash will not be awarded in lieu of the prize.
27. Subject to any written direction given under regulation, a draw for the prize, if unclaimed, will take place at the same location of the original draw at 11:00am (AEST) on 17/09/2019. In the case of a winner, they will be notified in writing within two (2) business days of the draw and their name will be published on www.whichcar.com.au and in The Australian on 20/09/2019.
28. In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification subject to any written directions from the various Lottery Departments.
29. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.
30. The method of validation of the winner (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the winner sign any such legal documentation.
31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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) if the Tokyo Motor Show is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by the winner or entrant; or (g) taking the prize and attendance at the prize event.

33. 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.

Privacy:

34. The Promoter collects personal information (“PI”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which can be accessed by visiting <http://www.bauer-media.com.au/privacy.htm>. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter. The Promoter may disclose PI of Australian entrants to entities overseas, see Privacy Policy for details.
35. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
36. The Promoter is Bauer Media Pty Ltd (ABN 18 053 273 546) of 54 – 58 Park Street, Sydney, NSW 2000. Phone: 02 9282 8000. Trading as: Bauer Trader Media
37. Authorised under permit numbers: NSW: LTPS/18/29406 ACT: TP 18/02161 and SA: T18/1963