

**2013 Tissot Australian Motorcycle Grand Prix  
mX Promotion  
TERMS AND CONDITIONS**

By entering the **2013 Tissot Australian Motorcycle Grand Prix - mX Promotion**, you are agreeing to the following terms and conditions:

**1. STANDARD TERMS**

1.1 Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these conditions of entry.

**2. WHO CAN ENTER**

2.1 Subject to clause 2.2 entry is open to residents of VIC only.

2.2 Directors, management, employees and their immediate families of News Corp Australia and Australian Grand Prix Corporation (**AGPC**), and their associated agencies and companies are not eligible to enter.

Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

**3. HOW TO ENTER**

3.1 The competition commences on Monday, 14 October 2013 at 02:00 PM (AEDST) and concludes on Tuesday, 15 October 2013 at 02:00PM (AEDST) ("the Competition Period").

3.2 To enter the competition, readers must SMS the phone number as found in mX Melbourne Monday, 14 October 2013, with their full name, daytime contact number and postcode. Entries that do not include the required information will be deemed invalid.

This competition is a game of chance, and the results will be drawn at random as per these terms and conditions.

3.3 The SMS entry mechanic is only open to readers with a SMS compatible mobile phone connected to a service provider which permits text messaging to the promotional SMS number. It is recommended that entrants check with their individual service provider in this regard. For SMS help call 1300 131 276.

3.4 Entrants (including winners) in the competition may enter as many times as they like, however only one prize per person will be awarded. SMS entries via internet or computer generation are invalid and will not be accepted.

3.5 Each SMS entry will be charged at a premium rate, namely \$0.55 (including GST), which covers the entry and reply message.

3.6 The time of entry will, in each case, be the time that the call or SMS is received by Salmat IDR Pty Ltd.

3.7 The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.

3.8 Incomprehensible and incomplete entries will be deemed invalid.

**4. HOW TO WIN**

4.1 Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 and 3 will be entered into the prize draw. All draws will take place at Salmat IDR, Level 2, 116 Miller Street, North Sydney, NSW, 2060 on Tuesday, 14 October 2013 at 3:00PM AEDST.

4.2 One (1) major prize winner will be drawn.

4.3 The Promoter's decision in relation to any aspects of the competition is final and the Promoter will not enter into any correspondence regarding the result.

4.4 It is a condition of accepting the prize that the winners may be required to sign a legal release in a form determined by the Promoter or AGPC in their absolute discretion.

4.5 Entries not completed in accordance with these terms and conditions will not be considered valid and will not be included in the draw. Indecipherable or incomplete entries will be deemed invalid.

4.6 The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bills) in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

4.7 The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or

defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or entry, or who has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter become aware that the winner and/or the winner's entry is of a type described in this clause.

4.8 The prize winners will be notified via phone and mail by (Tuesday 15 October after 2pm AEST) and their details will be published on mXnet.com.au by Wednesday, 16 October 2013.

## **5. PRIZES**

5.1 One (1) major prize winner will be selected and will receive:

2 x 3 day General Admission Passes to the 2013 Tissot Australian Motorcycle Grand Prix (*Event*), 18-20 October Valued at \$320

A meet and greet with Marc Marquez on Friday 18 October at the Event, at a time nominated by Australian Grand Prix Representative Value – money can't buy

Accommodation, twin share, at Phillip Island from Thursday 17 to Monday 21 October Value up to \$2000

The total prize pool value is \$2320

5.2 Standard third party terms and conditions apply to all prizes including the conditions of entry to the Event. The prize is only valid for the assigned ticket.

5.3 Unless expressly stated in these terms and conditions, all other expenses, including any third parties, including but not limited to the venue the winners will attend. Any breach of such terms and conditions may affect the ability to receive benefits of the prize. In that case, such benefits will be forfeited.

5.4 Prizes cannot be transferred, exchanged or redeemed for cash. In the event that the winner does not take the prize as offered in the time stipulated, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize. Prizes must be taken as offered and cannot be varied. All elements of the prize must be taken together. Any unused portion of the prize is not-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken to cash.

5.5 The Promoter and AGPC accept no responsibility for any variations in the value of the prize as quoted in these terms and conditions. In the event that the prize components as listed cannot be offered at the time of fulfilment at the fault of the promoter, a replacement prize will be offered of equivalent value (at the combined discretion of the promoters).

5.6 In participating in the prizes, the winner agrees to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants the Promoter and AGPC a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner (and their guests) will not be entitled to any fee for such use.

5.7 The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

5.8 The winner must, on request by the Promoter or AGPC, be able to provide evidence which, to the reasonable satisfaction of the Promoter or AGPC, demonstrates that the winner is an eligible entrant (as per clauses 2.1, 2.2) and has complied with these terms and conditions.

## **6. NO LIABILITY**

**6.1 ENTRANTS ARE REMINDED AND AGREE, ACCEPT AND ACKNOWLEDGE THAT MOTOR RACING, THE EVENT AND CERTAIN ACTIVITIES ASSOCIATED THEREWITH (INCLUDING, WITHOUT LIMITATION, PARTICIPATION IN THE PRIZE) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN.** Entrants are warned that there is a possibility of an accident causing injury, death or property damage or loss and attendance at the Event and participation in a prize is at entrants' own risk. Entrants acknowledge that the risks associated with attending the Event and participating in the prize include but are not limited to the risk of suffering harm as a result of motor vehicles / motorcycles (or parts of them) colliding with other motor vehicles, motorcycles, persons or property. Entrants acknowledge that entry to and remaining at the Event and participating in the prize has a degree of danger and, to the extent permitted by law (in particular section 22 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* and section 139A of the *Competition and Consumer Act 2010 (Cth)*), hereby exclude, release and forever discharge the Promoter, AGPC, the Crown in right of the State of Victoria, the Minister administering the *Australian Grands Prix Act 1994*, Act, Dorna Sports SL and all its affiliate companies, Dorna Worldwide

Freight Services b.v., Dorna Worldwide S.L., Externpro S.L., Motor Medical Team S.L., the Federation Internationale de Motocyclisme, International Events Services SL, Promotor Special Events Worldwide SL, National Motorcycle Federation, PI Circuit Pty Ltd (ACN 108 623 052), PI Graydens Pty Ltd (ACN 108 623 070), PI Sunrise-McGuigan Pty Ltd (ACN 108 623 089), PI Visitor Centre Pty Ltd (ACN 108 623 043), PI Operations Pty Ltd (ACN 108 623 463), Linfox Property Group Pty Ltd (ACN 058 015 642), Fox Group Holdings Pty Ltd (ACN 058 015 777), International Road Racing Teams Association, Motorcycling Australia Ltd and Motorcycling Victoria, teams, service companies, National and International officials, Race Direction, Clerks of the Course, Sporting Technical stewards, timekeepers, marshals, sponsors, all VIP guests of the above mentioned bodies and all other interested parties involved in the organisation, conduct and promotion of the Event or the prize (Associated Entities) for their rights and interests from all liability for any present or future claim, loss or damage (including lost opportunity), cost or expense, whether direct, indirect, special or consequential, arising from any personal injury or death (whether arising from negligence (but excluding gross negligence) or otherwise), arising from or connected with:

- 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 receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters.
- d) any variation in prize value to that stated in these conditions of entry;
- e) any tax liability incurred by a winner or entrant;
- f) the broadcast of any program relating to the competition or the publication of any material, including statements made by any compere, staff member, journalist, other entrants or any other person;
- g) participation in the prize; and/or
- h) attendance at the Event,

except for any liability which cannot be excluded by law. Neither is the Promoter responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with, or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

6.2 If for any reason, this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserve the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the competition subject to any written directions given under State Legislation.

6.5 The Promoters reserve the right, in its sole discretion, to disqualify any individual who the Promoters have reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

## **7. PRIVACY CONSENT**

7.1 To provide you with this promotion, the Promoters need to collect personal information about you. If you do not provide the information requested, the Promoters may not be able to provide you with the promotion entry.

7.2 Each entrant agrees, that subject to the Privacy Act, the Promoters or its agents may do the following:

- a) transfer personal information confidentially to the Promoters or other organisations that provide services in relation to this promotion;
- b) disclose personal information to State and Territory lottery departments;
- c) publish the winners' names as required under applicable law; and/or

d) use the prize winners' personal information in any media for publicity purposes associated with the promotion without any further payment or other compensation, unless the prize winner otherwise notifies the Promoters at the time of accepting the prize.

7.3 Entry details remain the property of the Promoters, and their related entities and are collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The entrant may request access to his or her personal information by calling the News Ltd privacy office on 02 9288 3212.

**8. PROMOTER'S DETAILS**

8.1 The Promoter is The Herald & Weekly Times (ABN: 49 004 113 937) of 40 City Road, Southbank, VIC 3006.

8.2 This competition is a game of chance and skill plays not part in determining the winner.