

## Terms and Conditions – Lucky Draw Mercedes-Benz Sydney AMG Drive Day (“Promotion”)

### Particulars

This table sets out the particulars of the Promotion.

Name of promotional competition (Promotion)	<b>Lucky Draw Mercedes-Benz Sydney AMG Drive Day</b>
Promoter	LSH Auto (Sydney) Pty Ltd ABN 25 604 103 915 43/47 O'Riordan Street, Alexandria NSW 2015 Phone: (02) 9697 7777
Authorised under these permits/authorisations	N/A
Promotion period starts	12:01am on Sunday 1 <sup>st</sup> May 2022 AEST
Promotion period ends	11.59pm on Monday 20 <sup>th</sup> June 2022 AEST
Eligibility requirements	Must have an Australian full driver's licence and be a resident of New South Wales.
Limit on number of entries which can be made by any one person	1 entry per person
How to enter	<p>A) To enter, eligible entrants must during the promotional period: visit <a href="https://www.qantas.com/think">https://www.qantas.com/think</a> and will be directed to Eventbrite to purchase a ticket to the Sydney Think event taking place on Monday 20 June 2022.</p> <p>B) Unless the entrant expressly elects not to receive marketing communications from Qantas and/or the Promoter, by entering into this competition, entrants agree to receive electronic marketing communications from Qantas magazine and/or its partners, subsidiaries and the Promoter (and/or its related entities and subsidiaries) . Please refer to the privacy policies of each of Qantas and the Promoter for more information regarding how your personal data is used, available at: <a href="https://www.qantas.com/au/en/support/privacy-and-security.html">https://www.qantas.com/au/en/support/privacy-and-security.html</a> and <a href="https://www.lshauto.com.au/privacy-policy">https://www.lshauto.com.au/privacy-policy</a> C) The Promoter is not responsible for any lost, late or misdirected entries.</p> <p>D) Eligible Entrants are permitted one entry (multiple entries are not permitted).</p> <p>E) The time of entry will be deemed to be the time the entry is received by the Promoter.</p> <p>F) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.</p>

Relevant magazines	A Relevant magazine is a hard copy or a digital print edition published during the Promotion Period: Qantas magazine.
Promotion website	Entrants need to go to <a href="https://www.qantas.com/think">https://www.qantas.com/think</a> to enter the competition.
Prizes	<p>One prize package, which includes two seats (i.e. a <i>“seat for you and one companion”</i>) to attend the Southern Highlands Mercedes-Benz Sydney drive day. The total prize is valued at AU\$900 (being AU\$450 for seat). There is 1 prize to be won. Total prize pool is valued at AU\$900 (exclusive of GST).</p> <p>For the avoidance of doubt, the Promoter is not responsible for, and the prize is not inclusive of, flights, transfer or accommodation in connection with attending the Southern Highlands Mercedes-Benz Sydney drive day.</p> <p>The maximum total prize value is AU\$900 exclusive of GST, based on the recommended retail value and the exchange rate at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.</p> <p>If the prize (or part of the 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.</p> <p>The prize must be taken as stated and no compensation will be payable if a winner is unable to redeem the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting the prize that the winner accept the conditions of use of that prize.</p>
Details of the prize draw	To be drawn by either John Good, Managing Director of LSH Auto Australia group (or a nominated representative of the LSH Auto Australia Group) or Kirsten Galliot, Head of Travel and Luxury of Medium Rare Content Agency, ABN 83169879921, Level 1 Bowman Street, Pyrmont, NSW, 2009. The draw is a random selection based on a game of chance at or around 9.00pm, Monday 20 <sup>th</sup> June, 2022 at Seta Restaurant 11 Barrack St, Sydney NSW 2000.
Winner notification website (for publication of winner details)	Their name will be published in the Qantas magazine Monday 1 August 2022 and published at <a href="https://www.qantas.com/travelinsider/en.html">https://www.qantas.com/travelinsider/en.html</a> on 21st June 2022.

	The prize winner will be announced at or around 9.00pm, Monday 20 <sup>th</sup> June, 2022 at Seta Restaurant 11 Barrack St, Sydney NSW 2000. By 5.00pm on Tuesday 21 <sup>st</sup> June 2022 the prize winner will be personally notified by email by an authorised representative of the Promoter.
Unclaimed prize draw	The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed at 12.00pm on Tuesday 20 September 2022 a second draw will be conducted by the Drawer on Tuesday 20 September 2022 by 5.00pm at Medium Rare Content Agency, ABN 83169879921, Level 1 Bowman Street, Pyrmont, NSW, 2009. subject to any written directions given under applicable law. Any winners determined in accordance with this clause will be notified by email by Thursday 23 September 2022.
Prize expiry details	<p>The prize must be utilised on the date of the Southern Highlands Mercedes-Benz Sydney Drive Day. Based on current event planning, and subject to weather conditions, the Southern Highlands Mercedes-Benz Sydney Drive Day will be held on 13 July 2022 and 16 November 2022. The Winner may elect which date to attend and utilise the Prize (for the avoidance of doubt, the Prize may only be used on the elected date).</p> <p>For the avoidance of doubt, the Promoter is not responsible for, and the prize is not inclusive of, flights, transfer or accommodation in connection with attending the Southern Highlands Mercedes-Benz Sydney drive day.</p>

## **Terms and conditions**

### **General**

1. The above Particulars and information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions prevail.

### **Who can enter?**

2. Entry is open to all persons who meet the eligibility requirements set out in the Particulars except that directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion including of any prize provider are not eligible to enter the Promotion. Eligibility requirements must be met at the time of entry and at the time of determining prize winners.

3. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

#### **When to enter**

4. Promotion opens and closes as set out in the Particulars (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
5. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
6. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

#### **How to enter**

7. How to enter details are as set out in the Particulars.
8. Entrants must not:
  - (a) tamper with the entry process;
  - (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion;
  - (c) submit an entry that is not in accordance with these terms and conditions;
  - (d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third-party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;
  - (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
  - (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter.

9. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

#### **Number of Entries permitted**

10. Only one entry is permitted per person.

#### **Draw and Notification of winner**

11. The winner will be the valid entry submitted in accordance with these terms and conditions that is drawn as the winning entry in accordance with the Particulars.
12. If the draw is scheduled on a public holiday, the draw will be conducted on the following business day.
13. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
14. The prize winner will be announced 9.00pm, Monday 20<sup>th</sup> June, 2022 at Seta Restaurant 11 Barrack St, Sydney NSW 2000. By 5.00pm on Tuesday 21<sup>st</sup> June 2022 the prize winner will be personally notified by email by an authorised representative of the Promoter.
15. Prizes will be awarded to the person named in the winning entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
16. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.
17. Subject to State Regulation, an unclaimed prize draw will take place as set out in the Particulars. The winner/s of the unclaimed prize draw will be notified by telephone or email within two days of that draw.

#### **Prize on offer**

18. Prizes are as set out in the Particulars.
19. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
21. Prizes cannot be transferred, exchanged or redeemed for cash.
22. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
23. It is a condition of accepting the prize that the winner and companion may be required to sign a legal release in a form determined by the Promoter in its absolute discretion, which may include a deed form from Mercedes-Benz Australia Pacific.

24. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.
25. If the Particulars specify a time/date by which a Prize must be taken, then if a winner does not take the prize by that stipulated time/date, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

#### **Prize clauses**

26. Attendance at the Southern Highlands Mercedes-Benz Sydney drive day 2022 is only valid for the date or period specified on the tickets or by the provider and is subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way. The Promoter makes no representations or warranties about the attendance at the event of any individuals or groups involved in the marketing of the event.
27. The Promoter is not responsible for any acts outside of its control including without limitation, acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place or the impact or effect of any pandemic or epidemic.
28. The winner (and their companion) is responsible for all other expenses including spending money, flights, meals, drinks, transfers, accommodation, laundry charges, activities (unless specified), incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas, 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. Each winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
29. The winner and companion must comply with all the Promoter's and Mercedes-Benz Australia Pacific agreements, deeds or releases (as applicable) at the time of the Southern Highlands Mercedes-Benz Sydney drive day. The driver of the car must have a current full Australian State or Territory license (which is not under suspension or cancellation) as at the date on which a winner (or companion) is to drive the vehicle.
30. The Promoter, or Mercedes-Benz Australia Pacific (as relevant) retains the title to any vehicle provided on the day, and a winner (and winner's companion) must not purport to sell, pledge, mortgage, lend, transfer, or in any way encumber the vehicle. All costs relating to insurance, registration, service, repairs, etc, of the vehicle will be borne by the Promoter or Mercedes-Benz Australia Pacific, except for the following items which a winner will be responsible for including but not limited to any negligent act performed by the driver or passengers involving the said vehicle: any loss or damage caused to, or by, the vehicle should the winner (or driver) be intoxicated or under the influence of medication or drugs whilst in control of the said vehicle: or any fines or penalties incurred for traffic infringements whilst the vehicle is in the custody and control of the winner (or nominated driver).

#### **Further Terms and Conditions**

31. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter,

including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

32. If the prize is unavailable, for whatever reason including (without limitation) due to causes beyond the control of the Promoter, including but not limited to natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that a winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
33. Without limiting the previous clause, if the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic, epidemic, public health order or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.
34. In consideration of the Promoter awarding the prize to the winner, each winner permits (and will procure the winner's companion permits, where relevant) the winner's submission, and the winner's and winner's companion's image and/or voice, as recorded, photographed or filmed during the winner's and/or the winner's companion's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not, and the winner's companion will not, be entitled to any fee.

#### **Limitation of Liability**

35. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.
36. The Promoter is not responsible for any incorrect or inaccurate information, either caused by 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 network failure, theft or destruction or unauthorised access to or alteration of entries.

#### **Social Media involvement**

**[Facebook promotion]** Entry and continued participation in the Promotion is dependent on

entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://www.facebook.com/terms.php>

This promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at:  
[http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php)

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.

37. **[Instagram promotion]** Instagram membership and the use of Instagram generally are subject to the Instagram prevailing terms and conditions of use available at <http://instagram.com/legal/terms/>. The promotion is in no way sponsored, endorsed or administered by Instagram, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, the Promoter, Instagram and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.

### **Entry details and privacy**

The Promoter collects information about entrants, including for example their name and contact details which are provided when entering this competition and when registering or using the Promoter's services and may also collect information from data houses, social media services, Promoter's affiliates. The Promoter may collect and use that information to run this competition, to provide entrants with the Promoter's goods and services, to promote and improve its goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose entrants' information to its related companies, including those located outside Australia. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose entrants' information to its service and content providers, including those located outside Australia. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the competition goods and services. The Promoter may disclose entrants' personal information to authorities if they are a prize winner or otherwise as required by law.

Unless the entrant expressly elects not to receive marketing communications from the Promoter, by entering into this Promotion, each entrant agrees to receive electronic marketing communications from the Promoter.

Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal



with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter contact details can be found in its Privacy Policies at <https://www.lshauto.com.au/privacy-policy>.