PARTNER PRIZE TERMS & CONDITIONS

**SUPERCARS TERMS AND CONDITIONS**

Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

**OVERVIEW**

* The promoter of this competition is V8 Supercars Australia Pty Ltd (ABN 077 053 484 )(“**Promoter/Supercars**”) at Level 34, Suite 02, 100 Miller St, North Sydney, NSW 2060
* Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

**WHO CAN ENTER?**

To be eligible to enter you must:

* reside in Australia and who holds Australian citizenship or holds an Australian permanent residency visa;
* Employees of the Promotor/Supplier/Agency, their immediate families and any agencies associated with this competition are ineligible to enter and described in further detail below; and
* Be over 18 years of age.

**PROMOTION AND MARKETING**

* 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 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, promotor/supplier/agency (including their respective officers, employees and agents) exclude 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.
* By entering the competition, the winners agree to participate in such promotional activity and material as the Promoter/Supplier may require without remuneration.
* The winners also consent to the use and publication of their name and any other details provided by the winners in any marketing material without any further reference or payment to the winners.
* Except or any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the promotor/supplier/agency (including their respective officers, employees and agents) are 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:

1. any technical difficulties or equipment malfunction (whether or not under the promotor/supplier/agency’s control);
2. any theft, unauthorised access or third-party interference;
3. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt) due to any reason beyond the reasonable control of the promotor/supplier/agency;
4. any variation in prize value to that stated in these Terms and Conditions;
5. any tax liability incurred by a winner or entrant; or
6. taking of the prize/attendance at the prize event.

The Promoter/Suppler collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI set out in its Privacy Policy available at supercars.com/privacy-policy/ .

In addition to any use that may be outlined in the privacy policies identified above, the promotor/supplier/agency may, 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. The privacy policies also contain information about how entrants may opt out, access, update or correct their PI. All entries become the property of the promotor/supplier. The promotor/supplier may disclose Australian entrant's PI to any entity outside of Australia in accordance with their respective privacy policy.

**PRIZE**

The prize for this competition is two (2) prize packs of one (1) GA Passes to the Repco Supercars Championship NTI Townsville 500.

* No part of a prize is exchangeable or redeemable for cash or any other prize.
* Not valid for re-sale or with any other offer.
* Voucher must be surrendered upon redemption.
* If the prizes are not available for any reason, the Promotor/Supplier/Agency reserves the right to substitute the prize with another item of equal or greater value if the winners agree in writing and subject to any written directions from any applicable regulatory authority). If the winners do not agree despite reasonable attempts by the promotor/supplier/agency to reach an agreement and the prize is not available due to circumstances beyond the Promotor/Supplier/Agency’s control, the Promotor/Supplier/Agency may substitute the prize with another item or items determined by the Promotor/Supplier/Agency to be of equal or higher value.

**STANDARD TERMS**

* Please read these competition terms and conditions carefully. If you enter the competition, we will assume that you have read these terms and conditions and that you agree to them.
* The promotor/supplier/agency reserves the right to amend the competition and its terms and conditions at any time and for any reason, subject to regulatory approval (if required) and will notify entrants of any such amendments as soon as reasonably practicable on the competition landing page. It is the entrant's responsibility to regularly check the competition landing page for any amendments. Any amendments will be applied and interpreted at the sole discretion of the promotor/supplier/agency.
* If the competition is not capable of running as planned to include by reason of technical failure, fraud or any cause beyond the promotor/supplier/agency control, the Promotor/Supplier/Agency may cancel or suspend the competition or invalidate any affected entries, to the extent permitted by law.
* The Promotor/Supplier/Agency does not accept responsibility for any entries that are delayed or which are not received for any reason during the competition period.
* To the extent permitted by law, the Promotor/Supplier/Agency shall not be liable for any loss, damage or injury suffered in connection with the conduct of the competition or the redemption or use of the prize (including but not limited to direct loss) including:

1. technical or telecommunications problems (such as security breaches, technical website malfunctions or glitches); or
2. acts or omissions (including negligent acts of omissions) of the promotor/supplier/agency servants or agents involved in the conduct of this competition who are acting outside their authority as agent of promotor/supplier/agency.

* The Promotor/Supplier/Agency and entrants acknowledge that this competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.
* The Promotor/Supplier/Agency is not liable for any tax implications arising from prize winnings, including fringe benefits tax. Independent financial advice should be sought.

QAL TERMS & CONDITIONS

**Terms and Conditions**

1. **General**
2. The following terms and conditions will apply to this Townsville Airport Prize Draw (‘**Promotio**n’) which is offered by Townsville Airport Pty Ltd ACN 081 257 490. (‘**Airport/we/us/our’**).
3. By entering the Promotion you acknowledge that you have read and agree to be bound by these terms and conditions.
4. We reserve the right to cancel or amend the Promotion and these terms and conditions at any time.
5. We reserve the right to withhold the benefit of the Promotion from any participant who fails to comply with these terms and conditions.
6. **Eligibility**
7. The Promotion is open to Queensland residents only who are over the age of 18+ years from the promotion starting date of 27 June 2022.
8. Airport and Retailer staff, and their Immediate Families, are not eligible to enter the Promotion. ‘**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.
9. **Promotion and prize details**
10. The Promotion offers Eligible Participants the chance to win one of two double passes to the NTI Supercars Townsville 500, including paddock and concert access.
11. Double passes to the NTI Supercars Townsville 500, including paddock and concert access on 8-10 July 2022 (‘**Prize**’).
12. The Prize value is in Australian dollars and are correct at the time of printing. The Airport takes no responsibility for variations in the prize value.
13. The total Prize value will be AUD$310.
14. The Promotion will run between 27 June 2022 – 4 July 2022.
15. The Winner will be drawn as per Clause 5.2.
16. All prizes are subject to the [terms and conditions](https://uploads-ssl.webflow.com/5a6fdb26e7053c00010b268f/62ba3fc16a6846389f445150_SUPERCARS%20TSV%20AIRPORT%20TCS.docx) of access to the venue and the promoter.
17. Any ancillary costs associated with redeeming a prize (i.e. travel to and from the Prize location, accommodation etc.) are not included.
18. The Prize is not redeemable for cash.
19. Tickets cannot be exchanged or refunded and are subject to the ticket terms and conditions.
20. Townsville Airport does not take any responsibility for changes or cancellations to the event.
21. We reserve the right to cancel the Promotion at any time.
22. This promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram.
23. **How to enter**
24. Eligible Participants will enter via Facebook or Instagram. They just need to ‘Like the post to go in the draw to WIN’.
25. A winner will then be drawn at random.
26. Incomplete or indecipherable entries will be deemed invalid.
27. **Prize draw**
28. The winner of the Promotion will be chosen at random, using the platform random.org.
29. The Prize draw will take place at 1 Eastern Ave, Bilinga on 4 July 2022.
30. The Airport may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
31. The winners will be notified immediately on the platform they entered on (either Facebook or Instagram) via a direct message;
32. The winner will have 24 hours (1 business day) to respond and provide their first name, last name, postcode and contact number to claim their prize. If unclaimed, the prize will be allocated to a reserve entry.
33. Once the winners have responded and provided email addresses, tickets will be emailed directly to them.
34. 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 Airport, including but not limited to technical difficulties, unauthorised intervention or fraud, the Airport reserves the right, in its sole discretion, to the fullest extent permitted by law:
35. to disqualify any entrant; or
36. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
37. If Prize is unclaimed, a redraw may take place on 5 July 2022 at 16:00pm AEST at the same place as the original draw, subject to any directions from a regulatory authority. The winner will be notified in the same manner as the original draw (under clause 5(4) within one (1) business day of the draw.
38. **Use of Information**
39. By entering the Promotion you agree that if you are the winner of the Prize your initial (first name), surname will be published on the Airport’s social media channels and website.
40. Any confidential or personal information you provide us in connection with your entry into this Promotion will be dealt with by us in accordance with our privacy policy which is available [here](https://www.townsvilleairport.com.au/wp-content/uploads/2017/11/160829-Privacy-Policy-1-1.pdf).
41. We may record or use any information you provide us for the purpose of conducting the Promotion and any other purpose set out in our privacy policy.
42. We may use your personal information to identify a product or service that you may be interested in. We may with your consent where required by applicable law, use the contact details you have provided to contact you from time to time whether by phone, email, SMS or post to tell you about new products or services and special offers that we believe may be of interest to you.
43. You can withdraw your consent to receiving direct marking communications from us at any time by unsubscribing from the mailing list (by clicking ‘unsubscribe’ in any email from us), by contacting us on the details contained in our [privacy policy](https://www.townsvilleairport.com.au/wp-content/uploads/2017/11/160829-Privacy-Policy-1-1.pdf) or by using any unsubscribe facility available in the electronic communication you receive (where available).
44. **General**
45. To the extent permitted by the law, you agree to release and hold harmless the Airport and its personnel from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses,  property loss, damage and damages for injury, including personal injury and death) (‘**Losses**’) incurred or suffered by you and which arise out of, are caused by, are attributable to or result from your participation in this Promotion except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of the Airport or our personnel.
46. To the extent permitted by the law, you agree to indemnify the Airport and our personnel against any Losses incurred or suffered by the Airport which arise out of, are caused by, are attributable to or result from any wrongful or negligent act or omission of yours.
47. In the event of a force majeure or if anything occurs that corrupts or affects the administration, security, integrity or proper and lawful conduct of this Promotion, we may cancel, terminate, modify or suspend the Promotion, and we will not be liable for any Losses incurred or suffered by you which arise out of, are caused by, are attributable to or result from any such cancellation, termination, modification or suspension.
48. Unless otherwise stated in these terms and conditions or other materials produced by us in connection with this Promotion, you are responsible for any taxation liability (including any GST liability) or other government charges or reporting requirements which arise directly from your receipt of the Promotion (if any).
49. These terms and conditions are governed by the laws in force in Queensland, Australia and each party irrevocably and unconditionally agrees to be bound by the non-exclusive jurisdiction of the courts of Queensland.
50. Should any provision of these terms and conditions be held to be unenforceable, such provision will be deemed severed from these terms and conditions without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.
51. **Contact Details**
52. The Airport can be contacted at the following:

Townsville Airport Marketing

   E: Marketing@qldairports.com.au

P: 07 5589 1100