

# AUSTRALIAN **GRAND PRIX** CORPORATION

COMPETITION CONDITIONS OF ENTRY	
'Walk the Track' Supercross Promotion	
Item 1: Event	2014 Australian Motorcycle Grand Prix
Item 2: Promoter	The promoter is the Australian Grand Prix Corporation (ABN 86 947 927 465), Level 5, 616 St Kilda Road, Melbourne Victoria 3004.
Item 3: Promotion Period	The promotion period begins 9.00am (AEST) on <b>MONDAY 29 SEPTEMBER 2014</b> and ends 5.00pm (AEST) on <b>WEDNESDAY 8 OCTOBER 2014</b> .
Item 4: Draw Date	<p>Draw date <b>THURSDAY 9 OCTOBER 2014 at 11am AEST</b></p> <p>The Promoter may conduct such further draws at the same place as the original draw(s) as are necessary to distribute any prizes unclaimed by the date of the re-draw 11am AEST, <b>FRIDAY 10 OCTOBER 2014</b>, subject however to any written directions from a relevant regulatory authority.</p>
Item 5: Draw Method	The winner will be randomly selected from all valid entries received during each relevant Date Slot. The draws will take place at Level 5, 616 St Kilda Road, Melbourne Victoria 3004
Item 6: How to Enter	To enter, during the Promotion Period, entrants must enter their details into the online form located at <a href="http://www.motogp.com.au">www.motogp.com.au</a> and answer in 25 words or less - <i>Who will win rounds 3 &amp; 4 of the Australian Supercross Championships at Phillip Island?</i>
Item 7: Prize Package	<p>The major prize offering is as follows:</p> <ul style="list-style-type: none"> <li>• Walk the Supercross track with Penrite Oil Honda Racing rider Jay Marmont, valued at \$1000</li> <li>• Tour of the Penrite Oil Honda Racing transporter, valued at \$250</li> <li>• 2 x ticket upgrade to the Supercross VIP Hospitality Suite, valued at \$1170</li> <li>• A guided tour of the MotoGP Paddock, valued at \$1000</li> <li>• Watch Moto3 qualifying inc. Jack Miller from Pit wall canopy, valued at \$1000</li> <li>• 2 x Penrite Oil Honda Racing merchandise kit signed by Jay Marmont, valued at \$340</li> </ul> <p>Total value: \$4,780</p>
Item 8: Permits	N/A
Item 9: Restriction to Entry	Entry is only open to Australian residents aged 18 years and over. The Promoter, News Ticketing Pty Ltd ( <b>Ticketmaster</b> ),

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	licensees, on-sellers and their employees (and their immediate families), and their agencies associated with this promotion are ineligible 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 1 <sup>st</sup> cousin.
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1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion constitutes acceptance of these Conditions of Entry.
2. The winners agree to comply with these Conditions of Entry, the Attendance Conditions to the Event, copies of which are available at [www.motogp.com.au](http://www.motogp.com.au) or from the Promoter, and displayed at entrances to the Event.
3. Incomplete, indecipherable, inaudible or incomprehensible entries will be deemed invalid and will be ineligible to win.
4. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
5. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
6. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the entrant.
7. The Promoter does not accept any responsibility for late, lost or misdirected entries for this promotion.
8. 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 to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. 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.
9. If a winning entry is deemed not to comply with the Conditions of Entry of this promotion, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The winner will be notified by phone in the first instance and by mail, on [www.motogp.com.au](http://www.motogp.com.au) within two business days of the relevant draw. The winners of any re-draws will be published at [www.motogp.com.au](http://www.motogp.com.au). Spending money, meals and all other ancillary costs incurred as a result of taking the prize (including, without limitation, transport to and from the Event, entry into the Event, airline and/or airport

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taxes and transfers, where applicable) are not included and remain the responsibility of the winners. All elements of the must be taken to coincide with the Event and any element not taken at the time(s) stipulated will be taken to be forfeited.

12. No element of any prize is exchangeable. Prizes cannot be taken as cash.
13. If a prize (or any part of a prize) becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter will endeavour to provide a substitute prize of equivalent value and/or specification, subject to the written directions of any regulatory authority.
14. **ENTRANTS ARE REMINDED AND AGREE, ACCEPT AND ACKNOWLEDGE THAT MOTOR RACING, 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 participation in any prize is at the entrants' own risk. Entrants acknowledge that the risks associated with participating in taking any prize include but are not limited to the risk of suffering harm as a result of cars (or parts of them) colliding with other cars, persons or property. Entrants acknowledge that participating in any 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, the Crown in right of the State of Victoria, the Minister administering the *Australian Grands Prix Act 1994* (Vic), Dorna Sports S.L and all its affiliate companies, Dorna Worldwide Freight Services b.v., Dorna Worldwide S.L., Externpro S.L., Motor Medical Team S.L.; Federation Internationale de Motorcyclisme, International Events Services SL, Promotor Special Events Worldwide SL, National Motorcycle Federation, PI Circuit Pty Ltd, PI Graydens Pty Ltd, PI Sunrise-McGuigan Pty Ltd, PI Visitor Centre Pty Ltd, PI Operations Pty Ltd, Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd, 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 from the above mentioned bodies, all other interested parties for their rights and interests involved in the conduct, promotion and organisation of the Event, and their respective personnel (**Associated Entities**) from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from negligence (but excluding gross negligence) or otherwise), arising from or connected with participation in Recreational Services (as defined below) including any prize (or any element of a prize) and attendance at the Event.

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)), entrants acknowledge that, to the extent to which they participate in any prize in:

- a) a sporting activity or similar leisure time pursuit; or
- b) an activity that:
  - i. involves a significant degree of physical exertion or physical risk; and
  - ii. is undertaken for the purposes of recreation, enjoyment or leisure,

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**(Recreational Services)**, the Associated Entities do not make any warranty that the Recreational Services included in any prize, will be provided with due care and skill or that any materials provided in connection with the Recreational Services will be fit for the purposes for which they are supplied. Entrants acknowledge that, to the extent that any warranty is implied it is excluded to the full extent permitted by law.

**WARNING:** Participation in these activities and an entrant's right to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 (Vic) if killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in the Conditions of Entry.

**NOTE:** The change to rights as set out in this notice, does not apply if death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Australian Consumer Law and Fair Trading Regulations 2012.

For the purpose of this condition, "the supplier" will mean and include the Associated Entities.

Without limiting any other release or limitation of liability contained in the Conditions of Entry, the Associated Entities will not be liable for any indirect or consequential loss suffered by any entrant caused by any acts or omissions of the Associated Entities, their directors, employees, agents and contractors arising out of or in relation to any prize.

Nothing in this condition or these Conditions of Entry generally affects an entrant's rights under the Competition and Consumer Act 2010 (Cth), Australian Consumer Law and Fair Trading Act 2012 (Vic) or similar legislation regarding implied conditions and warranties to the extent that such implied conditions and warranties cannot be excluded by law.

15. The Associated Entities will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
16. The Promoter collects entrants' personal information in order to conduct the promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. If the personal information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages, and telephoning the entrant for an indefinite period. Such personal information will be dealt with by the Promoter in accordance with the *Privacy Act 1988* (Cth), *Information Privacy Act 2000* (Vic) and the Promoter's privacy policy which can be viewed at [www.motogp.com.au](http://www.motogp.com.au). Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update, opt-out or correct any

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personal information should be directed to the Promoter by contacting the Promoter at Level 5, 616 St Kilda Road, Melbourne Victoria 3004. All entries become the property of the Promoter.

17. 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.