

Win Holden's Final Hot Lap Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Win Holden's Final Hot Lap
Promoter:	GM Holden Limited ABN 84 006 893 232, 80 Turner St, Port Melbourne, VIC 3207, Australia. Ph: 03 9647 1719
Promotional Period:	Start date: 29/07/22 at 12:01 am AEST End date: 09/10/22 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian and New Zealand residents who are 18 years and over.
How to Enter:	<p>To enter the Promotion, the entrant must complete either of the following entry methods during the Promotional Period:</p> <p>Entry Method 1: Instagram</p> <p>a) 'follow' the Holden Motor Sport's Instagram account (@holdenmotorsport); and</p> <p>b) in a comment on the promotional post on the Holden Motor Sport's Instagram account:</p> <ol style="list-style-type: none"> i. provide an answer to the question: Why you deserve to win one of the last hot laps in a Holden Supercar? (in 25 words or less); and ii. tag a friend. <p>Entry Method 2: Facebook</p> <p>a) 'like' the Holden Motor Sport's Facebook page (www.facebook.com/officialholdenmotorsport); and</p> <p>b) in a comment on the promotional post on the Holden Motor Sport's Facebook Page, provide an answer to the question: Why you deserve to win one of the last hot laps in a Holden Supercar? (in 25 words or less).</p> <p>Entrants must still be following @holdenmotorsport on Instagram, or continue to 'like' Holden Motorsport on Facebook (based on entry method completed) at time of draw to be eligible for a prize.</p>
Entries permitted:	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	Up to AUD \$5,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
<p>The prize is a hot lap experience for the winner and a friend in Sydney and includes the following:</p> <ul style="list-style-type: none"> • a Hot Lap in a Supercar driven by a Triple Eight Race Engineering contracted driver for the winner and one (1) friend (winner/guest in the passenger seat) at the Sydney Motorsport Park (taking place on 14/11/22 or 15/11/22); • 2 x return economy flights from the winner's nearest capital city in Australia (or nearest major city for international flights, if in New Zealand) to Sydney, NSW (not provided if winner resides in NSW); and • return airport transfer from Sydney Domestic Airport to Sydney Motorsport Park (if required). <p><i>For the sake of clarity, the winner and their guest will NOT drive the Supercar.</i></p>	2	Up to AUD\$2,500.00, depending on exact point of departure	Judging

Prize Conditions:	<ul style="list-style-type: none"> • Both the winner and their guest for the prize must be 18 years or over. • If the winner is unwilling or unable to attend the Supercar Experience at the Sydney Motorsport Park 14/11/22 to 15/11/22 ("Event"), they forfeit the prize and the Promoter is not obliged to substitute the prize. • The Supercar Experience is subject to the Red Bull Ampol Racing Hot Lap terms and conditions, including participants must measure no greater than 188cm in height, 122cm in chest circumference and 91cm in waist
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	<p>circumference. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</p> <ul style="list-style-type: none"> • The winner and his/her travel companion must depart from and return to the same departure point and travel together. • The prize is subject to booking and flight availability (if required). • Any ancillary costs associated with redeeming the prize are not included. • The winner of the hot lap experience prize (“Racing Experience Prize”) and their guest acknowledges that motor racing is a dangerous activity, which may result in injury or death, and the winner and their guest participates at his/her own risk. The winner and their guest (a) must attend, undergo and pass any appropriate training, briefings, safety demonstrations, required medical tests and other requirements (including blood alcohol testing) of the Promoter and the prize supplier as determined by them in their absolute discretion; (b) must declare to the Promoter or the prize supplier any health-related issues that may affect his/her safe participation in the Racing Experience Prize and obtain a written clearance from their doctor in this respect; (c) must not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Racing Experience Prize; (d) must not be under the influence of any drugs or alcohol; (e) must comply with all directions of the Promoter, the prize supplier, the nominated driver and race officials; and (f) must wear all safety and other equipment required. The Promoter and the prize supplier in their absolute discretion (a) will nominate a qualified driver; (b) reserve the right to refuse to allow the winner/guest to take part in any or all aspects of the Racing Experience Prize if they reasonably believe the winner/guest poses a safety risk or for any other reason; (c) may cancel the Racing Experience Prize if the conditions are deemed dangerous. If the Racing Experience Prize is varied for any reason beyond the control of the Promoter it may not be rescheduled and in which case, no compensation will be offered. • Travel itinerary will be determined by the Promoter in its absolute discretion. • Prize is subject to the standard terms and conditions of individual prize and service providers. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes, if applicable), insurance, vaccinations, passports, visas, transport to and from departure point, additional transfers, items of a personal nature and all other ancillary costs, unless otherwise specified in the prize description, are not included. • Accommodation is not included in the prize. • The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. • The winner and their travelling companion are responsible for meeting all travel and health requirements for any interstate/international travel. It is the responsibility of the winner and their travelling companion to check with all government health authorities regarding travel requirements and eligibility. Any fines, penalties, expenditure or inability to travel as a consequence of not meeting such requirements are the sole responsibility of the winner and their travelling companion. • The Promoter makes no representation as to the safety, conditions or other issues that may exist at any of the destinations or events forming part of the prize. It is the sole responsibility of winner to check government advisories and/or conditions regarding the safety and situation of any such destinations. • If the prize cannot be provided as intended due to any COVID 19 related restrictions or guidelines, the Promoter reserves the right to award an alternative prize in lieu.
Winner notification:	The winners will be notified via their Instagram or Facebook account (based on their method of entry) on the same day of the judging.
Unclaimed Prizes:	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Judging:
 - a) The winners will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual originality, creative merit and literary merit of the answer provided to the promotional question.
 - i) The best two (2) valid entries, as determined by the judges, will each win the prize specified in the Schedule above.
 - ii) The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
 - iii) The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter or is unavailable at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>) and Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600> and the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram and Facebook. The entrant releases Instagram and Facebook and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram and Facebook.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
13. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act

1988 (Cth) and its privacy policy which is located at <http://www.holden.com.au/privacypolicy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner (and their guest for the prize) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
21. The Promoter and its associated agencies and companies 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.

24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. 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.