

## “Porsche Future Lab: Fill In The Future Competition” Terms and Conditions

1. The Promoter is: Porsche Cars Australia Pty Ltd. (CAN 004 327 048) (PCA) of 109-111 Victoria Parade, East Melbourne VIC 3002. Phone +61 (3) 9473 0911.
2. Information on how to enter, mechanics of entry and the prize form part of these Terms and Conditions. Entry is via attending the Design Corner at the Porsche Future Lab Event held at Exchange Place, Barangaroo NSW 2000 (**Promotional Event**) and then via Instagram only.
3. Entry into the Competition is deemed acceptance of these Terms and Conditions.
4. There is no entry fee and/or no purchase necessary to enter this Competition.

### ELIGIBILITY

5. The Competition is only open to residents of Australia aged 18 years or older who (i) attend the Design Corner at the Promotional Event during opening hours during the Promotional Period; and (ii) are following @porscheCars\_au on Instagram for the duration of the promotional period (**Entrants**).
6. Employees of the Promoter and their family members and anyone else connected in any way with the Competition or helping to set up the Competition shall not be permitted to enter the Competition.

### COMPETITION

7. The Competition will take place between 08:00AM (**AEDT**) on **08/10/18** and 06:00PM (**AEDT**) on **21/10/2018** (**Competition Period**).
8. The Promoter reserves the right to withdraw, cancel or amend any part of the Competition, these Terms and Conditions and Prizes offered in connection with the Competition without notice. Any changes to the Competition will be notified to Entrants as soon as possible by the Promoter.
9. The Promoter is not responsible for inaccurate prize details supplied to any Entrants by any third party connected with this Competition.
10. All of the Promoter’s decision in respect of the Competition are final and no correspondence will be entered into.

### HOW TO ENTER

11. To enter the Competition, Entrants must, during the Competition Period:
  - a. become a registered user of Instagram (Entrants who are already registered users of Instagram will not be required to complete this step). Entrants must ensure that their Instagram account is set to ‘public’;
  - b. attend the Design Corner at the Promotional Event;
  - c. receive instructions on how to participate in the “Complete the Porsche Silhouette” drawing game from Porsche Brand Ambassadors or via instructions printed in the Design Corner;
  - d. take one (1) photo of their drawing and post their photo to their personal Instagram account with the hashtag #PorscheTracks as well as tag @porscheCars\_au; and
  - e. have their photo accepted as a valid entry. An entry is not complete and accepted until this step has occurred.

(together, an **Entry**).

12. Only one (1) Entry per person is permitted. Any subsequent entry of an Entrant after the first valid Entry is received from that Entrant will be deemed invalid.
13. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter.
14. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
15. The use of an automated entry software or any other mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
16. Costs associated with accessing Instagram remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
17. By entering the Competition, Entrants acknowledge that their personal Instagram will be updated by entering the Competition and that their Entry and their name, username and/or profile photograph may be featured on the Promoter's Instagram and/or the Promoter's Website and will be featured on their personal Instagram account and generally on Instagram for public viewing during the Promotional Period and in perpetuity (unless otherwise requested). Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except and as where required by the Promoter).
18. Instagram membership, applications and use of Instagram generally is subject to its prevailing terms and conditions of use at [instagram.com/legal/terms/#](https://www.instagram.com/legal/terms/#). The promotion is in no way sponsored, endorsed or administered by, 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 any content or information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Instagram and its 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 the promotion must be directed to the Promoter and not to Instagram.
19. The decision by the Promoter to accept or reject an Instagram entry is in the Promoter's sole discretion and no correspondence will be entered into. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the promotion. This includes but is not limited to any entry which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.

## **WINNER DETERMINATION**

20. All eligible Entries received during the Competition Period will be judged by a panel of appropriately qualified judges at **10:30am** on **21/11/2018** at **109-111 Victoria Parade, Collingwood VIC 3066** to determine three (3) winners. All eligible Entries will be judged on the basis of creativity. A total of three (3) prizes will be awarded.
21. This is a game of skill and chance plays no part in determining the winners.
22. The winners will be notified in writing via email and/or through direct message on Instagram within two (2) business days of the judging.

## PRIZES

### First Prize

23. The Entrant whose Entry is judged to be the best from all eligible Entries received will win a one (1) day Precision Porsche Track Experience, at the Mount Cotton Training Centre, Cornubia, Queensland valued at **AUD\$1,540.00**.
24. If a winner is under 18 years of age, or through any legal incapacity or otherwise, unable to operate a motor vehicle or lawfully use a motor vehicle, then the winner may transfer the prize to another person who holds the required license and has the legal capacity to operate a motor vehicle.
25. Precision Porsche Track Experience Prize is subject to the prevailing terms and conditions of the Porsche Track Experience School (available at <https://www.porsche.com/australia/motorsportandevents/experience/drivingexperience/precision/>), including prize voucher expiration dates. Vouchers are not replaceable or refundable if lost, stolen or damaged.
26. A winner is required to complete, sign and return the Porsche Track Experience Indemnity Form (available at <https://www.porsche.com/australia/motorsportandevents/experience/drivingexperience/precision/>) in order to participate in the Prize.
27. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the responsibility of a winner and their companion(s) (if any). Such additional costs may include, but are not limited to flights and/or transports to and from the Prize location, accommodation, meals and beverages, insurance and spending money. For the avoidance of doubt a winner and their companion(s) (if any) must make their own way (at their own cost and responsibility) to the Prize location.
28. A winner and/or their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in a prize. Acceptance of a prize and participation in a prize is subject to any prevailing terms and conditions of accommodation/services suppliers, and any other prize suppliers, and in particular behaviour and safety requirements. A winner and/or their companion(s) (if any) must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in a prize, including all directions in relation to responsible consumption of alcohol, acceptable dress standards, behaviour and safety. The Promoter and any prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of a prize related premises, to disqualify, sanction and/or eject a winner and/or their companion(s) (if any) from a prize related premises, or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Conditions of Entry generally. If a winner and/or their companion(s) (if any) fail to participate in a prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry into any prize related premises and the balance of the prize will be forfeited with no compensation payable.

### Second Prize

29. The Entrant whose Entry is judged to be the second best from all eligible Entries received will win one (1) Porsche 'Drivers Selection' Merchandise Pack, to the value of **AUD\$1,000.00**, to be selected by the winner from <https://shop4.porsche.com/australia/>.
30. A winner must advise the Promoter of their desired item(s) by emailing [events@porsche.com.au](mailto:events@porsche.com.au) before **31/12/2019**.
31. Selection of items is subject to stock availability and is based on reasonably anticipated demand. Items may not be available for sale at all times. The Promoter accepts no responsibility for any item(s) being unavailable.

## Third Prize

32. The Entrant whose Entry is judged to be the third best from all eligible Entries received will win one (1) Porsche Flat-Six Boxer Engine, Construction Kit, valued at **AUD\$329.00**.
33. The Promoter will contact the winner(s) via email and/or Instagram by **14/12/18** to arrange for collection or delivery of a prize, as nominated by the Promoter in its sole discretion.
34. A prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.
35. The Promoter requests the right to request a winner produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of a winner before issuing a prize.
36. The total maximum prize value is up to **AUD\$2,869.00**. A Prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). A Prize must be taken as offered and cannot be varied. A prize cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value.

## GENERAL

37. Each Entrant whose Entry is judged to be one (1) of the three (3) best judged Entries must confirm their eligibility to be awarded the prize and their ability to accept the prize within **14 business days** of being successfully notified by the Promoter that their Entry has been judged as one (1) of the three (3) best judged Entries, otherwise their Entry will be deemed invalid. In the event that the Promoter cannot successfully contact an Entrant who submitted the best judged Entry within **14 business days** of the judging, or in the event of an invalid Entry, or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to accept the prize, the Promoter may, in its sole discretion, award the prize to the next best judged Entry. The Promoter will continue this process until an Entrant has been successfully contacted and the Entrant has confirmed their eligibility to be awarded the prize. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to be awarded the prize will the Entrant, subject to these Conditions of Entry, be deemed a winner.
38. Entrants can only enter in their own name and through one (1) Instagram account. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.
39. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the Competition, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then that Entrant may be deemed ineligible to accept a prize.
40. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agent, requires in their sole absolute discretion.
41. Any attempt to cause malicious damage or interference with the normal functioning of the online Entry form, or the information on the online Entry form, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages

to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

42. As a condition of entering this Competition, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice, store name and/or store location (including photographs, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
43. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each entry fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawing, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials where required for entry into the promotion, unless the entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An entry submitted without obtaining such written consent may result in the entry becoming invalid for the purposes of the promotion and/or the Entrant being subject to legal liability. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or to infringe any Intellectual Property Rights or other rights of any person, corporation or entity, will not be accepted as eligible entries into the promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the promotion. The decision by the Promoter to accept or reject an entry is in the Promoter's sole discretion and no correspondence will be entered into.
44. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and the Promotional Page will remain or be vested in the Promoter. Participation in the promotion by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services. The Promoter, on a case by case basis, and to the extent required, grants to each Entrant a non-exclusive license for the Promotional Period to use the promotional material and the Promoter's brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Entrant to participate in the promotion.
45. By entering the promotion, each Entrant grants to the Promoter a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferrable license (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such license) to use their Entry for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant and without any further compensation payable to the Entrant. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in their Entry pursuant to the *Copyright Act 1968* (Cth), including the Promoter having an unfettered right to treat the Entry in any manner at its discretion, to alter the Entry in any manner and to the Promoter not attributing authorship of the Entry to the Entrant.
46. Entrants are solely responsible and liable for their Entries and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any content posted on the Promoter's Instagram account. Any entries that are removed by the Promoter from the Promoter's Instagram will not be considered eligible entries for the purpose of the promotion. The Promoter is not responsible and excludes all liability (to the greatest extent

allowable by law) for the content of any entries submitted for the purposes of the promotion (including but not limited to any illegal, incorrect or inaccurate content or third party advertising).

47. To the extent permitted by law, each Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all losses arising from: (i) a breach by the Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry; (iii) a negligent, wilful or otherwise wrongful act or omission of the Entrant; (iv) fraudulent or dishonest acts or omissions by the Entrant; (v) any breach by the Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and (viii) any claim or allegation that the Entrant's Entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
48. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu. Subject to any written directions made under applicable Australian State or Territory legislation.
49. If the Competition is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus bug, tampering, unauthorised intervention, technical failures, directions or regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s). Subject to any written directions made under applicable Australian State or Territory legislation.
50. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury; loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims (where applicable).
51. The Competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.

## PRIVACY

52. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
53. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.
54. The Promoter will provide to the Entrant, at time of entry into the competition or as soon as reasonably practicable thereafter, a collection statement that details the Personal Information

being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).

55. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at **109-111 Victoria Parade, Collingwood VIC 3066**. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at <https://www.porsche.com/australia/privacy-policy/>.
56. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not. "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise. "**Laws**" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia