

## AUDI – MT HOTHAM/AUSTRIA ICE DRIVING EXPERIENCE COMPETITION

### CONDITIONS OF ENTRY

Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via filling out the complete form on the competition web portal ([mthotham.com.au/win](http://mthotham.com.au/win)).

1. This Competition is a game of skill, no element of chance is involved.

### PROMOTIONAL PERIOD

2. The promotion commences at **10:00am** (AEST) on **4/08/2017** and ends at **5:00pm** (AEST) on **17/9/2017 (Promotional Period)**.

### ELIGIBILITY

3. Entry is only open to residents of Australia aged 21 years or older who hold a current full Australian drivers licence and who register their complete details and who, in the event their entry is judged as the winning entry, are able to travel to their nominated session in order to participate in the prizes as set out in Conditions 15 and 16 (**Entrants**).
4. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible 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.

### HOW TO ENTER

5. To enter, Entrants must, during the Promotional Period, fully and correctly complete and successfully submit the electronic entry form provided on the Mt Hotham website which features the Austrian Ice Driving Experience promotion in the manner required, including providing the Entrant's First Name, Last Name, Postcode, current email address and the current model of vehicle they drive
6. Only one (1) entry per Entrant is permitted. Any subsequent entry of an Entrant after the first valid entry is received from that Entrant will be deemed invalid.
7. 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. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant on their entry form will deem their entry invalid.
8. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including but without limitation to technical malfunctions or failures of the electronic entry form on the Mt Hotham website. It is an Entrant's responsibility to notify a representative of Audi Australia of any technical malfunction or failure of the electronic entry form provided on the Mt Hotham website will provide the Entrant another opportunity immediately to re-enter the required information and contact details.

9. The use of any automated entry software or any 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.
10. Upon entering the competition, entrants agree that if they win the Audi Ice Driving Experience (Condition 15), they agree to be bound by the terms and conditions, which are located at: [http://www.audi.com.au/au/web/en.html#layer=/au/web/en/terms\\_and\\_conditions.html](http://www.audi.com.au/au/web/en.html#layer=/au/web/en/terms_and_conditions.html)

## JUDGING

11. Entrants will be asked to provide a 25 word or less response to the question: **“In 25 words or less, tell us what Audi model would you like to drive in the Austrian Alps, and why?”**
12. The judging of responses to determine the winner will take place at 11.00am (AEST) on 18/9/2017 at 99 Macquarie St, Sydney, NSW 2000. The winners will be notified in writing within two (2) days of the judgement, and their name and locality will be published [[audi.com.au](http://www.audi.com.au)] by 20/10/2017. All reasonable steps to notify the winner will be taken by the Promoter. The Promoter’s decision is final and no correspondence will be entered into.
13. Criteria for judging will be a combination of creativity (70%), passion (20%) and grammar (10%).
14. The Promoter may pick five (5) additional reserve entries (in judged order) in case an invalid entry or ineligible Entrant is picked or the Entrant is ineligible to accept or declines to participate in the prizes. Each Entrant whose entry is chosen by the Promoter must confirm their eligibility to be awarded the prizes and their ability to accept and participate in the prizes within **2 business days** of being successfully notified by the Promoter that their entry has been awarded, otherwise their entry will be deemed invalid. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to participate in the prizes, the prizes will be awarded to the first reserve entry picked. If the prizes cannot be awarded to the Entrant picked, the Promoter will continue this process until the prizes are awarded.

## PRIZES

15. The entry judged to be the best from all entries received during the Promotional Period will win one (1) travel prize package to Munich and Austria for 5 nights during the period Monday 22<sup>nd</sup> January 2018– Saturday 27<sup>th</sup> January 2018 (inclusive) for the winner aged 21 years or older, valued at up to \$15,000 depending on point of departure. This prize comprises of the following elements:
  - a) One (1) return business class airfare to Munich, from the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges).
  - b) Five (5) nights’ accommodation at various accommodation in Munich and Austria.
  - c) Three (3) days of ice driving experience run by Audi professional drivers;
  - d) Return Audi transfers to and from the Airport at the winners closest capital city

- e) The prize must be taken between the period Monday 22<sup>nd</sup> January 2018– Saturday 27<sup>th</sup> January 2018 (inclusive) to coincide with the Austrian Ice Driving Experience, otherwise the prize is forfeited. Redemption of the prize is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of the prize must be taken together and when offered or are forfeited. The winner and their companion(s) (if any) must travel together and depart from and return to the same departure point. The winner and their companion(s) (if any) may not accrue frequent flyer points. No extension or variation of the travel and/or accommodation date(s) nominated by the Promoter permitted. The prize cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by a licensed agent nominated by the Promoter.
16. The second best eligible entry from all entries received during the Promotional Period will win one (1) travel prize package to Mt Hotham for 2 nights for the winner aged 18 years or older, valued at up to \$5000 .The prize comprises of the following elements:
- a. 2 x nights' Hotham Holidays accommodation for 2 adults and 2 children
  - b. 2-day lift passes for 2 adults and 2 children
  - c. 2 private lessons for two adults
  - d. 2-day full lessons for two children
  - e. 2-day ski or snowboard equipment hire for 2 adults and 2 children
17. The Mt Hotham Prize package (Condition 16) cannot be used during Victorian school holidays and is subject to availability. Valid until 30 September 2018. This prize is coordinated by Mt Hotham, and subject to terms and conditions of Mt Hotham located at: [http://www.mthotham.com.au/assets/misc/Terms\\_&\\_Conditions\\_of\\_Sale.pdf](http://www.mthotham.com.au/assets/misc/Terms_&_Conditions_of_Sale.pdf)
18. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prizes, are the responsibility of the winner and their companion(s) (if any). Such additional costs may include, but are not limited to additional meals and beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers, taxes including arrival and departure taxes (if applicable) but excluding airfare related taxes and charges included in the prizes, insurance and travel insurance. The winner may be required to present a credit card at time of accommodation check-in.
19. The winner and/or their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prizes. Acceptance of the prizes and participation in the prizes are subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organisers and any other prize suppliers, and in particular behaviour and safety requirements. The winner and/or their companion(s) (if any) must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the prizes, including all directions in relation to responsible consumption of alcohol, behaviour and safety. The Promoter and any event organiser or prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of any prize related venue or location, to disqualify, sanction and/or eject the winner and/or their companion(s) (if any) from a prize related venue or location, 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 the winner and/or their companion(s) (if any) fail to participate in the prizes in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.

20. The prizes and any component of the prizes 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 the prizes or any component of the prizes is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.
21. The Promoter reserves the right to request the winner and their companion(s) (if any) 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 the winner and their companion(s) (if any) before issuing the prize and at any time during their participation in the prize.
22. It is a condition of accepting and participating in the prize that the winner and their companion(s) (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
23. The total maximum prize value is **\$20,000**. The prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prize must be taken as offered and cannot be varied. The 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. All prize values are the recommended retail price including GST (depending on point of departure).

## **GENERAL**

24. Entrants can only enter in their own name. 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. 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 the prizes, and any information submitted by the Entrant in entering the promotion, before issuing the prizes. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.
25. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
26. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, 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.

27. As a condition of participating in the prizes, the winner must procure that the winner's companion(s) (if any) also consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the prizes as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
28. 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 State legislation.
29. If the promotion 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, bugs, tampering, unauthorised intervention, technical failures, directions of 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 State legislation.
30. 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; and/or (iv) acceptance and/or use of any prize.
31. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
32. 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. 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 legislation.
33. The Promoter will provide to each Entrant, at time of entry into the promotion, 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).
34. 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 [customerassistance@audi-info.com.au](mailto:customerassistance@audi-info.com.au). 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 [www.audi.com.au/privacypolicy](http://www.audi.com.au/privacypolicy).
35. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research

or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, QAGOMA, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

36. 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.
37. **Promoter:** Audi Australia Pty Ltd (ABN 86 077 092 776) of Level 7, 895 South Dowling Street, Zetland, NSW 2017. Telephone: 1800 50 2834 Email: [customerassistance@audi-info.com.au](mailto:customerassistance@audi-info.com.au)