

MG MOTORS AUSTRALIA

Terms and Conditions of Entry for the Show & Shine Competition 2020

COMPETITION OUTLINE

- The Competition: Show & Shine Competition 2020
- Promoter: SAIC MOTOR AUSTRALIA PTY LTD
ACN: 608 096 519
Level 19, 100 William Street
WOOLLOOMOOLOO NSW 2011 AUSTRALIA
Email: mgmotor@decpr.com.au
- Period: Start Date: 8.00am AEST on 25 August 2020
End Date: 11.59pm AEST on 30 September 2020
No entries accepted after this time and date.
- Verification Requirements: To be eligible to take part in this Competition you must:
- (a) be an Australian resident;
 - (b) be over the age of 18 years
 - (c) be the owner of an MG Motor Vehicle.
- Entry Procedure: To enter the Competition you must within the Period:
- (a) Join the MG Motor Australia's Show & Shine 2020 Facebook Event Page
(<https://www.facebook.com/events/781611322652770>)(**Event Page**);
 - (b) Read and agree to the Terms and Conditions; and
 - (c) Within the Event Page's Facebook Feed, upload up to 10 photographs of your MG Motor Vehicle and a short story about your MG Motor Vehicle.
- Important Note:** The photographs and story must be uploaded as one post. Each post must contain a minimum of one photograph, include the vehicle's model name, model year and the owner's location (within Australia) within the caption of the post.
- Subject to the foregoing, the Entry Restrictions and the Terms and Conditions Schedule, each photograph and story uploaded will constitute one '**Entry**'.
- In uploading your picture and story to the Event Page you authorise the Promoter to:
- (a) Contact you via Facebook Messenger, email or on the Event Page's Facebook Feed about this Competition and any future promotions conducted by the Promoter; and
 - (b) Utilise the photographs and stories uploaded by you for future

promotional activities pursuant to clause 14 of the Terms and Conditions Schedule.

- Entry Restrictions:** All entrants must satisfy the Verification Requirements listed above.
- Only one (1) Entry is permitted in respect of each MG Motor Vehicle. If multiple posts are uploaded by an entrant with respect to the same vehicle, the Promoter will use the first post as eligible entry (subject to this post complying with these Terms and Conditions) and all additional posts will be discarded and will not be considered for the award of a prize or any charitable donations (as outlined on the Red Cross Donation Information Sheet saved as tagged post on the Event Page).
- The directors, managers, employees, officers, agents and contractors of the Promoter or an authorised MG Motors dealer, and their immediate families (ie spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter.
- Anyone who has been engaged to participate in the Competition for promotional purposes or has otherwise been paid to contribute to this Competition will be ineligible to enter.
- Judging Process:** Entries will be judged by a panel appointed by the Promoter at 2pm (AEST) on 7 October 2020 at the Promoter's address (**Panel**).
- Criteria:** Please see refer to the Prize Schedule annexed to these Terms and Conditions (**Prize Schedule**) for further details.
- The Panel will choose:
- (a) One winner from each of the Categories outlined in the Prize Schedule (**Category Winner**);
 - (b) One winner from each Group outlined in the Prize Schedule (**Group Winner**); and
 - (c) One overall Competition winner (**Competition Winner**).
- (each a "**Winner**" or collectively referred to as "**Winners**")
- This is a game of skill, so each Entry will be judged on its creativity and ingenuity. Based on these criteria the Promoter will determine the most interesting answers.
- Prize Details:** Please see refer to the Prize Schedule for further details.
- The following prizes are available:
- (a) 32 MG Merchandise Packs each valued at \$100.00 (incl. GST) (**Category Prize**).
 - (b) 5 Red Balloon Vouchers each valued at \$750.00 (incl. GST) (**Group Prize**).

(c) 1 Fuel Voucher valued at \$1,000.00 (incl. GST) (**Major Prize**).
(each a "**Prize**" or collectively referred to as "**Prizes**")

The Prizes will be awarded as follows:

- (a) Each Category Winner will be awarded a Category Prize;
- (b) Each Group Winner will be awarded a Group Prize; and
- (c) The Competition Winner will be awarded the Major Prize.

Total Number Prizes Available: 38

Total Value of the total Prize pool is \$7,950.00 (incl. GST)

Currency

All of the Prize values are in \$AUD.

Winner Notification:

The names of the Winners of this Competition will be published on the Event Page's Facebook Feed on Wednesday 7 October at 5pm (AEST).

Winners will also be contacted via Facebook Messenger on Wednesday 7 October at 5pm (AEST).

Entrants must ensure that their Facebook settings allow the Promoter to contact them via Facebook Messenger.

Claiming a Prize

After being contacted by the Promoter, each Winner must provide the Promoter with such particulars and contact details as the Promoter may reasonably require in order to deliver the Prize to the Winner. This may include, but is not limited to, the Winner's full name, email address, phone number and postal address.

Failure to provide this information to the Promoter by 23.59pm AEST on 30 October 2020 (the "**Prize Claim Date**") means that the Prize will be deemed to be unclaimed and the Promoter may forfeit it at its discretion.

Terms and Conditions

The Terms and Conditions Schedule set out below applies to this Competition.

Personal Information

By entering in to this Competition, entrants have agreement to the Promoter's use of their personal information as stipulated by clause 15 of the Terms & Conditions Schedule set out below.

TERMS & CONDITIONS SCHEDULE

1. These terms and the Competition Outline form the "Conditions of Entry" for this Competition, and set out all of the information you need to know regarding this Competition. Capitalised terms have the meaning given in the Competition Outline, unless otherwise stated. If there's any inconsistency between these terms and the Competition Outline, then what's in the Competition Outline is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
2. The promoter is SAIC MOTOR AUSTRALIA PTY LTD ACN: 608 096 519) of Level 19, 100 William Street Woolloomooloo, NSW 2011, Australia (**'Promoter', 'we', 'us'**).
3. Any updates to these Conditions of Entry will be available within the competition post on our Facebook page @MGMotorAustralia and Instagram page @mg_motor_au
4. The eligibility requirements for this Competition are set out in the Entry Procure and Entry Restrictions.
5. To enter, you must follow the Entry Procedure.
6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.

7. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry, failure to meet any content guidelines set out in the Entry Procedure, or if (in our reasonable opinion), you tamper or interfere with an entry mechanism in any way.
8. If the Competition cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Competition. If that happens, we'll select a winner from eligible entries received at the time.
9. All decisions made by us regarding any aspect of the Competition are in our absolute discretion, final, and no correspondence will be entered into.
10. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry. When we talk about "entry content", we mean any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Competition.
11. Entries must be your original work. We reserve the right to verify, or to require you to verify, that your entry is your original work. If an entry cannot be verified to our satisfaction, that entry will be deemed invalid.
12. Your entry must not include:
 - (a) any image or voice of any other person, unless you have that person's permission. If your entry includes this content, you confirm that you have consent from the relevant person;
 - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and
 - (c) any content which infringes the intellectual property rights (such as copyright and trade marks) of another person. If you're not sure whether you have the right to include particular content (for example, recorded music), don't include it. By including any such content in your entry, you confirm you have the permission of the owner to do so and that this permission allows us to use the entry in accordance with these Conditions of Entry.
13. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry.
14. By submitting an entry to the Competition, you agree to assign all rights in your entry (including, but not limited to any photographs you have submitted as part of your entry) to us and consent to us using your entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting an entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.
15. The Promoter is bound by the Australian Privacy Principles (APPs) in the *Privacy Act 1988* (Cth) and by entering this Competition, the entrant is taken to consent to the Promoter privacy policy. Accordingly, the Promoter collects personal information in order to conduct the Competition and may, for this purpose, or any related secondary purpose disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Competition. Entry is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All personal information will be collected, handled and dealt with by the Promoter in accordance with the Promoter's privacy policy at <https://mgmotor.com.au/privacy/>. Entrants should direct any request to access, update, correct information or opt out to the Promoter

16. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions. Prize values are accurate as at the commencement date of the Competition. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).
17. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our discretion).
18. This Competition is a game of skill, and chance plays no part in the selection of the winner(s). Each eligible entry will be judged by us based on, amongst other things, the Judging Criteria. The judges' decision is final, and no correspondence will be entered into. We will notify winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.
19. Prizes will be posted using the address information provided, unless the winner provides an alternative address at the time they are notified as being a winner. If prizes are not suitable for posting, we will determine the best delivery method. Prize winners should allow up to four weeks for delivery. We accept no responsibility for any lost or misdirected mail, or any damage to prizes caused in transit.
20. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the Prize Claim Date, that prize winner's entry may be deemed invalid, and we reserve the right to distribute unclaimed prizes to the next best entry or forfeit the prize.
21. At our request, prize winners (and their companion(s), if applicable) must sign (or ensure that their parent/guardian signs) an indemnity and exclusion of liability form provided by us. If a winner (or their parent/guardian) does not sign that form within the time specified by us, they will not be able to participate and that winner's entry or prize claim will be declared invalid. We will then award that prize to the next best entry.
22. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.
23. On submission, entries become the property of the Promoter. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry. By submitting an entry to the Competition, you agree to assign all rights in the entry to us and consent to us using the entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting your entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.
24. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.
25. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
26. You acknowledge that there may be inherent risks in some aspects of the Competition or the prize and that participation in the Competition or the prize may involve participating in

dangerous activities. By entering this Competition and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).

27. You will be responsible for any tax liability associated with a prize.
28. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Competition. We accept no responsibility for any tax liabilities that may arise from winning a prize.
29. We are not responsible for use of a prize which results in:
 - (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by our breach of these Conditions of Entry or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
 - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
 - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
30. These Conditions of Entry are governed by the laws of New South Wales.
31. The Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.
32. By entering and participating in this Competition, the entrant agrees to hold harmless, defend and indemnify Facebook or Instagram from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Competition, or (ii) entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

Prize Schedule

Group Class	Category	Prize details	Prize Value
Group A - Vintage MG (1923 - 1954)	Vintage MG Group Winner	Red Balloon Voucher	\$750.00
	Best pre-war MG in show	MG Merchandise pack	\$100.00
	Best MG TC in show	MG Merchandise pack	\$100.00
	Best MG TD in show	MG Merchandise pack	\$100.00
	Best MG TF in show	MG Merchandise pack	\$100.00
Group B - Classic MG (1955 - 1980)	Classic MG Group Winner	Red Balloon Voucher	\$750.00
	Best MGY in show	MG Merchandise pack	\$100.00
	Best MG Magnette in show	MG Merchandise pack	\$100.00
	Best MGA Roadster 1500 in show	MG Merchandise pack	\$100.00
	Best MGA Roadster 1600 in show	MG Merchandise pack	\$100.00
	Best MGA Roadster 1600Mk11 in show	MG Merchandise pack	\$100.00
	Best MGA Coupe in show	MG Merchandise pack	\$100.00
	Best MGA Twin Cam (Roadster and Coupe) in show	MG Merchandise pack	\$100.00
	Best MG Midget in show	MG Merchandise pack	\$100.00
	Best MGB MKI (1962-1967) in show	MG Merchandise pack	\$100.00
	Best MGB MKII and BL (1968- 1974) in show	MG Merchandise pack	\$100.00
	Best MGB GT (4 Cyl) in show	MG Merchandise pack	\$100.00
	Best MGC Roadster and GT in show	MG Merchandise pack	\$100.00

	Best MGB GT V8 in show	MG Merchandise pack	\$100.00
	Best MG FWD in show	MG Merchandise pack	\$100.00
	Best MGB Rubber Bumper Roadster and GT (1975-1980) in show	MG Merchandise pack	\$100.00
Group C – Retro MG (1981 – 2008)	Retro MG Group Winner	Red Balloon Voucher	\$750.00
	Best MGR V8 in show	MG Merchandise pack	\$100.00
	Best MGF-(F and TF) in show	MG Merchandise pack	\$100.00
	Best MG Saloon in Show (2000 - 2008)	MG Merchandise pack	\$100.00
Group D – Modern MG (2009 – 2020)	Modern MG Group Winner	Red Balloon Voucher	\$750.00
	Best MG6 in show	MG Merchandise pack	\$100.00
	Best MG GS in show	MG Merchandise pack	\$100.00
	Best MG3 in show	MG Merchandise pack	\$100.00
	Best MG ZS in show	MG Merchandise pack	\$100.00
	Best MG ZS T in show	MG Merchandise pack	\$100.00
	Best MG HS in show	MG Merchandise pack	\$100.00
Group E – MG Specials	MG Specials Group Winner	Red Balloon Voucher	\$750.00
	Best MG Anfield Edition in show (ZS & HS)	MG Merchandise pack	\$100.00
	Best MG3S in show	MG Merchandise pack	\$100.00
	Best MG racing in show	MG Merchandise pack	\$100.00
	Best MG rolling chassis in show	MG Merchandise pack	\$100.00
Winner	Overall Show and Shine 2020 Winner	Fuel Card	\$1,000.00