## CADEL EVANS GREAT OCEAN ROAD RACE – CHRISTMAS COMPETITION Competition Schedule, Terms and Conditions

Promotion name	EVANS GREAT OCEAN ROAD RACE - CHRISTMAS COMPETITION
	This is a game of skill. Chance plays no part in determining the winner.
Eligible States/Territories	Competition is available to residents in all Australian States and Territories.
Promotion Period	Start: 12:01 am (AEDT) on Tuesday 13 December 2022
	End: 11:59 pm (AEDT) on Saturday 24 December 2022
	No entries will be accepted outside this time.
Website address	https://www.instagram.com/cadelroadrace/ https://www.facebook.com/CadelRoadRace
Promoter	TLA Worldwide ABN 36 603 385 575 Office: Level 3, 510 Church Street Cremorne VIC 3121
Eligible Entrants	Entry to the Promotion is open to all Australian residents who;
	a) Are over the age of 15;
	If you are under 18, you must get approval from your parent/guardian before you enter, and if you will be under 18 on the date the Prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any Prize on your behalf, your parent or guardian accepts these terms and conditions.
	Further, an entrant will be ineligible to enter if they:
	<ul> <li>a) fails to abide by all laws, regulations Privacy Rules and other rules (including those listed in these Terms and Conditions); and</li> <li>b) Employees of Promoter, it's agents, contractors and anyone associated with the running of this promotion (and their immediate families) are ineligible to enter.</li> </ul>
Details of Prizes	One (1) Minoura Kagura LSD9200 Direct-Drive Indoor Smart Bike Trainer. RRP     \$900.00
Total number of Prizes	One (1)
Total Prize value	Total prize pool (plus GST): \$900.00
Method of Entry	For an entry to be valid (an Entry), an entrant must, during the promotional period register thei Entry by:
	<ul> <li>Adhere to Eligible Entrant requirements and the Promotion Rules;</li> <li>(a) Adhere to Eligible Entrant requirements;</li> <li>(b) Be registered for the 2023 TAC People's Ride at the Cadel Evans Great Ocean Road Race</li> </ul>
	<ul> <li>(c) Comment on the Cadel Road Race Instagram or Facebook post promoting the competition with up to five emojis showcasing how excited they are for the 2023 TAC People's Ride</li> </ul>
	<ul> <li>Prize will be rewarded through promoters discretion, with the most creative and original comment as per the judging below to receive the prize.</li> <li>(d) Consent to the collection and use of your personal information, being your name, mobile number, email address (and other personal information as set out in the terms)</li> </ul>

	and conditions) (of you or your parent or legal guardian as the case may be) in accordance with these terms and conditions.
Judging	<ul> <li>The Promoter and its nominated representatives (the Judges) will select a Winning comment as the winner in its absolute discretion, using the following equally weighted judging criteria:</li> <li>1. Creativity;</li> <li>2. Originality;</li> <li>3. Relevance to the Promotion;</li> <li>4. Adherence to the Promotion Rules.</li> <li>The Judge's discretion in relation to the application of the Promotion Rules is absolute and final and no correspondence will be entered into, nor justification given.</li> </ul>
Maximum number of entries	One entry per person.
Prize Draw	The prize draw will occur at 12pm (AEDT) on January 3rd 2023 at Visit Victoria, Collins Square, Tower Two, Level 28, 727 Collins Street, Melbourne VIC 3008.
Notification of Winners	The winners will be notified via social media with a direct message shared as well as across email following details being provided.
Public announcement of winners	The Promoter will notify the winners of the Prize in accordance with the Notification of Winners.
Unclaimed prize draw	If the prize(s) are unclaimed by the unclaimed prize draw date, the Promoter will award the prize(s) to the Eligible Entrant(s) who came runners-up when the entries were judged, subject to any directions from any regulatory authority. Unclaimed prize draw date:
	5th of January 2023 at 12PM AEDT
	Location of unclaimed prize draw:
	Visit Victoria: Collins Square, Tower Two, Level 28, 727 Collins Street, Melbourne VIC 3008
Notification of	Notification method:
unclaimed prize winners	The winners will be notified via social media.
Permit reference	N/A
Privacy and Personal Information	The personal information entrants provide will be used by the Promoter, and may be disclosed to its contractors, suppliers and agents, to conduct the competition and distribute the Prize, as well as for direct marketing purposes (including, but not limited to, electronic direct marketing, promotional activities, customer database collation and customer research).

## TERMS AND CONDITIONS OF ENTRY

- These terms and conditions set out the rules of participation in the Promotion (Terms). By entering the Promotion, you guarantee that you have the authority to accept these Terms and you agree to be bound by the Terms.
- 2. This Promotion is a game of skill. Chance plays no part in determining the winner.
- 3. Information on how to enter and prize details form part of these Terms. The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms. In the event of any dispute regarding the Terms, results and all other matters relating to the Promotion, Promoter's decision will be final, binding and no correspondence or discussion will be entered into.
- 4. Entry is open only to residents of the Eligible States/Territories who satisfy the Method of Entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
- The Prize/s are specified in the Details of prizes section of the Schedule. The total prize pool is specified in the Total Prize Value section of the Schedule.
- 6. If the prize winner of the Event prize has not confirmed their availability to take the prize on the specified dates by the specified time and date, the prize winner's entry will be deemed invalid. The Promoter reserves the right to conduct a further draw to award the prize, subject to any directions given by any relevant authority.
- Neither the Promoter nor any company or agency associated with the Event accepts responsibility for the cancellation or delay of the Event for any reason beyond their control or any inability of the winner to attend the Event when scheduled.
- 8. If any part of the Event is abandoned, varied, called off or postponed for any reason, the winner and, if applicable, their companion(s), at the Promoter's discretion, forfeits all rights to attend the event and no cash or alternative tickets will be substituted for that element of the prize.
- It is a condition of accepting any Prize that the winning Entrant must comply 19. 9. with all the conditions of use of the Prize, including conditions of entry to any event as a part of the Prize and the Prize supplier's requirements. The Promoter may in its absolute discretion cancel a Prize or otherwise cease to provide any benefit of a Prize to a winning Entrant and/or companion if the winning Entrant, and/or companion in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate during the Promotion Period or in the course of attending or using any Prize awarded (or any part of the Prize) or provided by the Promoter. Each Prize must be taken as stated and no compensation will be payable if a winning Entrant is unable to use the Prize as stated.
- 10. If a Prize-winning Entrant has not confirmed their availability to take the Prize on the specified dates by the specified time, the Prize-winning Entrant's entry will be deemed invalid. The Promoter reserves the right to conduct a further draw to award the Prize, subject to any directions given by any relevant authority in accordance with the Unclaimed Prize draw in the Schedule.
- 11. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
- 12. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 13. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled public announcement of winners from unclaimed prize draw and the arize of a prize is no longer available, the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority.
- To the extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the

course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all loss, actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an Entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

- 15. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion or paying the cost of resupplying those goods or services.
- 16. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
- The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms or who manipulates or tampers with the Promotion. In the event that a winner breaches these Terms, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
   Prizes, or any unused portion of a prize, are not transferable or
  - exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
    By entering this Promotion, Entrant's consent to the collection, use and disclosure of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- 20. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel, suspend or vary the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
- 21. The Promotion and these Terms will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.