

TERMS AND CONDITIONS OF PROMOTION

Motorsports Raffles Pty Ltd (ACN 651 138 091) (also known as “Motorsports Raffles or Us or Our or We or Promoter”), is conducting a trade promotion lottery (referred to as the “Promotion”) for Eligible Entrants. The Promotion will commence on 4th of October 2021 and will conclude on 29th of January 2022, the final Promotion day will take place at 886-896 Princes Hwy, Tempe NSW 2044 and be drawn at 23 Hillcrest St TEMPE NSW 2044 the same evening, the winners will be drawn via live or recorded video streaming and contacted by mobile phone and email, the same evening.

1. Conditions of entry into the Promotion

Motorsports Raffles is giving away X 2 VY 2002 and 2004 SS sedans together valued at \$65,000.00, second prize is \$10,000.00, third prize is a 20 inch Simmons wheel and tyre package valued at \$3,000.00, fourth prize a 19 or 18 inch Simmons wheel and tyre package valued at \$2,000.00 and fifth prize a Kenwood or Pioneer blue tooth stereo head set, Kenwood under seat subwoofer and X 4 Kicker 2 way speakers valued at \$1,000.00 as promotion of Motorsports Raffles name. For the individuals to be able to enter the Prize contest, they must purchase one of our membership packages which will instantly enter the individual into the Prize Contest. The individuals will be able to access the membership packages through all our advertising, events, social media platforms, associated participants and direct through our web site. Our membership package details are available for viewing at www.motorsportsraffles.com.au

The Promotion is available to ALL Australian residents aged 18 years and over, **except South Australian residents**, who are not directors, management, employees, officers and contractors of the Promoter and those of any agencies associated with this Promotion or immediate family of any of these persons. This promotion is only available to the first 29,000 individual Eligible Entrants who enter the Promotion.

- A. The Eligible Entrant must purchase a membership package through our website at www.motorsportsraffles.com.au to be eligible for the prize giveaway promotion. There are three (3) different types of membership which provide different benefits.
- B. A purchase of a Level 1 membership provides you with one (1) entry into the Promotion, a purchase of a Level 2 membership provides you with two (2) entries into the Promotion and the purchase of a Level 3 membership provides you with five (5) entries in the Promotion.
- C. An Eligible Entrant can purchase a membership through our advertisement platforms.
- D. All members and public are welcome to be at the prize giveaway event hosted by Motorsports Raffles.
- E. Memberships will accumulate only if the member continues to purchase a minimum of the Level 1 membership at \$15.00 per month, where the members entries will accumulate and will automatically be entered into each prize promotion draw.
- F. Where the member decides to not continue to purchase the monthly minimum membership at \$15.00 per month, (1) entry, the member will only be eligible for the Prize promotion the last membership purchase was made for that month (s) or period.
- G. The total Prize giveaway is valued at \$81,000.00 which consists of as follows:

- 1st Prize – two (2) VY SS sedans together valued at \$65,000.00 being: VY SS Holden commodore series 1 2002 Automatic sedan, VY SS Holden commodore series 2 2004 Automatic sedan.
 - 2nd Prize - \$10,000.00 cash;
 - 3rd Prize – 20 inch Simmons wheel and tyre package valued at \$3,000.00 or \$1,000.00 cash;
 - 4th Prize – 19 or 18 inch Simmons wheel and tyre package valued at \$2,000.00 or \$700.00 cash;
 - 5th Prize – Kenwood or Pioneer blue tooth stereo head set, Kenwood under seat sub woofer and X4 Kicker 2 way speakers valued at \$1,000.00 or \$500.00 cash
- H. The Prize giveaways will be drawn on 29th of January 2022 and announced by live video streaming of the Prize giveaway event which will be through our social media platforms and Motorsports Raffles website at 886-896 Princes Hwy, Tempe NSW 2044, the winners will also be published on our social media platforms including the Motorsports Raffles web site on the 30th of January 2022, where the winners can view this through the link provided at:
www.motorsportsraffles.com.au
- I. The winners of the Prize giveaways will be randomly drawn from a barrel by an official from Motorsports raffles and each of the winners contacted instantly by phone if they are not at the Prize giveaway event.
- J. The Prizes will be drawn in order from 1st to 5th and Eligible Entrants are able to win multiple prizes.
- K. The first prize will be delivered to the winners Australia wide, within 21 working days of the Prize giveaway event.
- L. Second prize will be either delivered to or deposited into winner's nominated bank account within 21 working days of the Prize giveaway event.
- M. Third to fourth prize will be picked up by the winners at Motorsports Raffles associated outlets located in most of Australia's capitals cities or be posted out to the winners postal address, shipping included and paid for by Motorsports Raffles Pty Ltd. Please note that if the winners choose a style of Simmons mag wheel that is not available at the closest outlet and the winner does not want any other style available on offer, the cash prize will be offered to the winner. When the winner has chosen a Simmons mag wheel available at the closest outlet as choose to have the Simmons wheel and tyre package fitted to their motor vehicle that does not comply with the required specifications can only be made upon express consent provided by each party being outlet and Motorsports Raffles and the execution by the individual winner of a written Deed of Release and indemnity in favour of the outlet and Motorsports Raffles Pty Ltd or the prize may be posted out to the winner's postal address and paid for by Motorsports Raffles Pty Ltd.
- N. Delivery of the first prize will be organized and paid for by us, including on road costs as well as 6 months registration.
- O. Any vehicles won by the Eligible Entrants are not covered by the Statutory Warranty under section 54 of the Motor Car Traders Act 1986. Motorsports Raffle's vehicle prizes have all been assessed to ensure they are road worthy and meet the safety standards of Australia.

- P. Events, car show's and (or) promotional prize giveaway's events car accessories prizes memberships will be charged between \$5.00 to \$10.00 and (or) package deals available on our web site and (or) at the actual event.
 - Q. The Events prize giveaways Prizes will range from the Simmons Wheels, Kenwood or Pioneer Bluetooth stereo, Kenwood under seat woofer, Kicker speakers, Momo steering wheels, VCMOTR, Vortex supercharger, Exhaust and (or) muffler system, car parts, peak chemicals products, Matcraft Mats, clothing and facemasks .
 - R. If any prize is unclaimed for a period longer than 60 days from the date of the Prize draw, an announcement will be made on the 61st day and a redraw of any of the unclaimed prizes will be announced via live video stream and published through our social media platforms and web site on the 3rd of March 2022. The new winners will be able to view this through our social media pages and (or) website at www.motorsportsraffles.com.au .
 - S. Every member packages has a fair and equal chance to win each prize through our prize giveaways.
2. Warranties for the Simmons Wheels/ Tyre packages and Kenwood/Pioneer Blue tooth, Kenwood under seat woofer and X 4 Kicker 2 way speakers.
- a. The individual (s) 1 year warranty will only apply if the Simmons Wheel and Tyre package is installed by the associated Tyre Centre or qualified Tyre centres and complies with section G of the terms and conditions and any damage or fault was not caused by negligence or miss use of the product.
 - b. The individual (s) 1 year warranty will only apply if the Kenwood/Pioneer stereo blue tooth and speaker package was installed by a qualified auto electrician and an invoice of installation will have to be presented for proof of qualified installation and complies with our terms and conditions and any damage or fault was not caused by negligence or miss use of the product.
 - c. A care package booklet and instructions will accompany the Simmons wheels and Tyre package and Kenwood/Pioneer stereo Bluetooth and speaker package, making sure the individual understands the operation of the prizes.
3. Conditions of Entry
- a. Individual entrants will be permitted to enter the Promotion provided that they agree to the Terms and Conditions of the Promotion and have purchased a membership package.
4. Rendering and Warranties of Motorsports Raffles
- a. All prizes which include the vehicles, Simmons, Stereos, Speakers, Accessories and merchandise are owned by Motorsports Raffles.
 - b. The Prize giveaway promotion's is to promote the awareness of Motorsports Raffles and its brand.

- c. Motorsports Raffles does NOT sell tickets, raffles or any form or ticketing to enter its Prize giveaways.
- d. The Prize giveaway event entry is strictly as promotional prizes to its members of Motorsports Raffles.
- e. Entry to the Prize giveaways are not purchased or sold separately.
- f. Motorsports Raffles is the sole funder for the Prize giveaway events/promotions.
- g. The Prize giveaway events are only promoted by Motorsports Raffles Pty Ltd, ABN: 87 651 138 091

5. Rendering and warranties of the Individual/participant

The Individual and (or) participant renders and agrees that they shall not contact any associate, employee, sponsor, partner or contact of Motorsports Raffles in order to manipulate the Prize giveaway events results.

DISCLAIMER

Once you are a member or participant of Motorsports Raffles, the individual or participant agrees to enter the Prize giveaway event/promotion and agrees as follows:

- a. When any disputes, causes of action and (or) claims arises out of or in connection with the contest and the promotional prizes shall be resolved individually with any form of class action:
- b. Any claims, judgements and awards shall be limited to actual out of pocket costs incurred in entering the Prize away draw, but under no circumstances will Motorsports raffles be responsible for any legal fees;
- c. Individuals and (or) Participants hereby waive all rights to claim punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering the Prize giveaway contest.
- d. In no event will Motorsports Raffles, their associates, licensees, parents, affiliates, subsidiaries and related companies, their advertising or promotional agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from access to, or use of, this website , electronic or computer malfunctions, or entrant participation in this contest, even if Motorsports Raffles was advised of the possibility of such damages.
- e. Motorsports Raffles reserves the right to disqualify any Individual / Participant found to be tampering with or otherwise abusing any aspect of this Prize giveaway Consent as solely determined by Motorsports Raffles.
- f. In the event the Prize giveaway is compromised by non – authorized person(s) intervention, hindering, tampering or other causes beyond the reasonable control of Motorsports Raffles, that corrupt or impair the administration, integrity, security, fairness or proper operation of the Prize giveaway Contest, Motorsports Raffles reserves the right to suspend, modify or terminate the Prize giveaway Contest.

- g. Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Motorsports Raffles reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- h. Motorsports Raffles assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
- i. The Contest is void where prohibited or restricted by Law. The administration, security, fairness or proper operation of the Prize giveaway Contest, Motorsports Raffles reserves the right to suspend, modify or terminate the Prize giveaway Contest.
- j. Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this Prize Giveaway contest is a violation of criminal and civil laws, and should such attempt be made, Motorsports Raffles reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- k. Motorsports Raffles assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
- l. The Prize giveaway Contest is void where prohibited or restricted by the Australian Law.
- m. This Terms and Conditions is the property of Motorsports Raffles, you may not copy or distribute any part of this material without prior written approval from Motorsports Raffles. Any plagiarism or misuse of this material will carry the weight of legal consequences.

MISCELLANEOUS

Technical problems: The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or other circumstance or thing preventing Entrants from successfully submitting an entry, or for any injury or damage to an entry or to an Entrant's or any third party's computer resulting from participation in or downloading any materials in relation to this Promotion.

Risks: Entrants (and their companions, as relevant) acknowledge that there may be inherent risks involved in entering this Promotion or taking or participating in the prize. Any Entrant, prize winner or participant in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability (in terms specified by the Promoter) to expressly acknowledge that participation in the Promotion or prize event may be inherently dangerous and that if they choose to participate they will do so at their own risk. The Promoter reserves the right to preclude the participation of any person refusing to sign such documentation.

Liability: The Promoter and its related entities, contractors and agencies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation that caused by any person's negligence) relating to this Promotion or the awarding or redemption of any prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

Australian Consumer Law: A prize winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods supplied will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than those contained within the Australian Consumer Law, regarding the quality and suitability of any prize and will not be responsible for breach of any such terms.

Social Media: If any part of the Promotion is run or advertised on social media, Entrants release the Social Media Platform(s) and its/their associated companies from all liability arising in respect of the Promotion and acknowledge that:

- a. the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform;
- b. any information provided by the Entrant in connection with the Promotion is provided to the Promoter and not to any Social Media Platform; and
- c. any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to any Social Media Platform.

Privacy: The Promoter collects the personal information that Entrants provide for the purpose of administering the Promotion. The Promoter may also use Entrants' personal information in advertisements, publications, media statements and other promotional material associated with the Promotion, and to contact them by electronic messaging (including email and SMS) for marketing purposes, including notifications about future promotions and special offers regarding the Promoter's products and services.

Disclosure of Personal Information: The Promoter may also disclose Entrants' personal information to its related bodies corporate, contractors and agencies connected with this Promotion, any prize provider and relevant authorities in the relevant states/territories for the purposes of administering the Promotion, marketing and publicity.

Third Party use of Personal Information: By entering this promotion, the Entrant provides their irrevocable consent for the Promoter to use their personal information for future competition and marketing purposes. By providing their consent, an Entrant consents to the storage and stated use of their personal information.

Permit Numbers: Authorized under NSW Permit No. TP/01338, ACT Permit No. TP 21/01678.