

TERMS AND CONDITIONS OF PROMOTIONS AND PRODUCTS

Motorsports Performance Pty Ltd retails performance parts and clothing merchandise. Please allow 10 business days for your product to be delivered within Australia, **Ex South Australia and ACT ONLY. However Motorsports Performance cannot accept liability for late deliveries due to the current COVID restrictions but will endeavor to try and make the deliveries on time.**

You may still be able to purchase a car product or merchandise through Motorsports Performance, web site however, you will NOT be entitled to a discount if you do not purchase a membership and not permitted to enter our prize promotion draw, without a membership purchase.

Motorsports Performance Pty Ltd (ACN 651 138 091) (also known as “Motorsports Performance or Us or Our or We or Promoter”), we are a car parts, clothing merchandise and promotional business.

1. Car products usage and warranties

1a) Peak Chemicals

Peak Chemicals car care and cleaning range shall be used as directed on the label instructions. Any misuse or damaged caused by these products will not be considered as a warranty claim.

Warranty only applies, when the product is received by a customer and is damaged in transit, we will replace the product, once the damaged product (s), are returned to us, **(please refer to our return policy).**

1b) Simmons Wheels

Simmons Wheels range must be installed as per specifications by the manufacturer and Motorsports Performance Pty Ltd and its associates DO NOT accept any liability regarding, installation, usage and colour variation of the mag wheels, (please make sure you choose the correct colour as NO exchange or refund is given).

Warranty only applies for manufacturers defects, **(please refer to our return policy).**

1c) Genie Extractors

Genie extractors tuned 7/8 to suit VZ and VE LS2 motors (non LSA), for any other model cars/motors view the full range on the Genie Headers website.

The extractors must be fitted by a licenced installer.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy).**

1d) Katana Cordless kit

Katana Cordless kit is an 18V trade quality impact tool that comes with a 1 year warranty, providing it is used as per instructions.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1e) Storm Guard Water proof car cover

Storm Guard Water proof car cover, is a quality car cover that comes with a 1 year warranty. The car cover is XL and only fits large sedans like Holden Commodores, Ford Falcons and Toyota Camrys.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1f) SJS 1500 amp power pack and jump start

SJS 1500 amp power pack and jump start, is a professional grade power pack , that will jump start up to 10 tonne trucks , however please refer to the instructions for usage.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1g) Venom Exhaust system

Venom Exhaust stainless steel system to suit BA/BF Ford 4.0L Turbo motors only.

The exhaust system must be fitted by a licenced installer.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1h) Mr Body Kits Head Light Eye Brow

Mr Body Kits head light Eye Brow decorative strip with 3M double sided tape.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1i) VCM OTR VE V6 and VE V8 (LS2 6.0L)

VCM OTR VE V6 and VE V8 (LS2 6.0L), a high performance cold air intake that come with a 1 year warranty. These OTRs must have a mafless tune by a qualified mechanic.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1j) Command Go Throttle control

Command Go Throttle control to suit VF Holden commodore only , a simple plug and usage module for quick response acceleration.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1k) Ford BA/BF 5.4L OTR

Ford BA/BF 5.4L OTR cold air intake suit Non super Charger 5.4L motor, high performance air induction.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1l) Aero Flow FORD FG BARRA TURBO

Aero Flow Ford FG Barra Turbo suit Ford Falcon FG 4.0L turbo motor, high performance titanium bearing turbo, must be installed by a licensed mechanic.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1m) Ford BA/BF FPV Head Light

Ford BA/BF FPV Head Light single assembly with no globes, high quality reproduction.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1n) Holden VE HSV Head Light

Holden VE HSV Head Light single assembly with no globes, high quality reproduction.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

1o) Universal front seat cover (Black)

Universal front seat cover, suit most cars front seat, single cover, premium quality tested and washable.

Motorsports Performance Pty Ltd does NOT accept any liability regarding installation, usage and performance.

Warranty only applies for manufacturers defects, **(please refer to our return policy)**.

2. Return policy

- a. A 1 year warranty applies to all our performance car products, including Prizes but excludes and performance car in the prize promotion.
- b. **We do not except REFUNDS of any sort, UNLESS the performance car product is faulty or a manufacturer defect.**
- c. **Warranty claim** within the 1 year date of purchase from a defective car performance product as follows:
- d. You must have you receipt number which will be no more than 1 year from the date of purchase.
- e. Installation of the product was conducted by a licenced mechanic or electrician.
- f. The product was not tampered with in any way and installed as per requirements.
- g. Product was damaged during transit , (You must take a photo of damage box/product), then email the photo too manager@motorsportperformance.com.au
- h. You must email Motorsports Raffles on manager@motorsportperformance.com.au quoting the product name, code and warranty issue. Alternatively you can call us on 0478957148, to discuss further.
- i. Once approved you must return the product to 23 Hillcrest St Tempe NSW 2044 and the freight charge will be refunded by Motorsports Raffles Pty Ltd.
- j. Please allow up to 21 business days for a response from us.
- k. Once a refund is approved we will refund the total purchase amount of the car product to your nominated bank.
- l. **Complaints: Please refer ALL complaints including our prize promotion by email to manager@motorsportperformance.com.au or you can call us on 0478957148.**

The complaint will take up to 30 business days to assess and respond to the contact details provided which MUST include a phone number.

2a) Complaints

Complaints: Please refer ALL complaints including our prize promotion by email to manager@motorsportperformance.com.au or you can call us on 0478957148.

Your complaint must include your full name, contact details and you must describe in detail what the issue is.

The complaint will take up to 30 business days to assess and respond to the contact details provided which MUST include a phone number.

Motorsports Performance Pty Ltd (ACN 651 138 091) (also known as “Motorsports Performance or Us or Our or We or Promoter”), is conducting a trade promotion (referred to as the “Promotion”) for Eligible Entrants. Our Promotion will commence on 9th of May 2022 and will conclude at Midnight on the 7th of August 2022, the final Promotion day will take place and be drawn at 23 Hillcrest St TEMPE NSW 2044 on the 14th of August 2022 at 7pm, the winners will be drawn via live video streaming and contacted by mobile phone and email, the same evening.

3. Conditions of entry into the Promotion

Motorsports Performance is giving away either a VE HSV Holden commodore or a BA Ford Falcon FPV GTP each valued at \$50,000.00, 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, fifth prize is \$2,500.00, sixth prize is a Kenwood or Pioneer blue tooth stereo head set, Kenwood under seat subwoofer and X 4 Kicker 2 way speakers valued at \$1,500.00 and seventh prize is \$500.00 as promotion of Motorsports Performance name. For the individuals to be able to enter the Prize contest, they must purchase one 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.motorsportperformance.com.au

The Promotion is available to ALL Australian residents aged 18 years and over, **except South Australian and ACT 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 7,000 individual Eligible Entrants who enter the Promotion.

- A. The Eligible Entrant must purchase a membership package through our website at www.motorsportperformance.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 two (2) entry into the Promotion, a purchase of a Level 2 membership provides you with four (4) entries into the Promotion, the purchase of a Level 3 membership provides you with ten (10) entries in the Promotion, the purchase of a level 4 membership provides you with twenty (20) entries in the promotion and the purchase of a level 5 membership provides you with fifty (50) 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 Performance.
- E. Memberships will accumulate only if the member continues to purchase a minimum of the Level 1 membership at \$15.00 every 2nd 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 2nd monthly minimum membership at \$15.00 every 2nd month , (2) entries, 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 \$69,500.00 which consists of as follows:
- 1st Prize – Choose either a VE HSV Holden Commodore, automatic, sedan or a BA FPV Ford Falcon GTP, 2003, automatic, sedan, each car worth \$50,000.00 each.
 - 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 - \$2,500.00 cash
 - 6th Prize - Kenwood or Pioneer blue tooth stereo head set, Kenwood under seat sub woofer and X4 Kicker 2 way speakers valued at \$1,500.00 or \$500.00 cash
 - 7th Prize - \$500.00 cash
- H. The Prize giveaways will be drawn on 14th of August 2022 and announced by live video streaming of the Prize giveaway event which will be through our social media platforms and Motorsports Performance website at 23 Hillcrest St, Tempe NSW 2044, the winners will also be published on our social media platforms including the Motorsports Performance web site on the 14th August 2022, where the winners can view this through the link provided at:
www.motorsportperformance.com.au
- I. The winners of the Prize giveaways will be randomly drawn from a barrel by an official from Motorsports Performance 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 7th 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 , Fifth and seventh prizes will be either delivered to or deposited into winner's nominated bank account within 30 working days of the Prize giveaway event.
- M. Third to fourth prize will be picked up by the winners at Motorsports Performance associated outlets located in most of Australia's capital cities or be posted out to the winners postal address, shipping included and paid for by Motorsports Performance 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 Performance and the execution by the individual winner of a written Deed of Release and indemnity in favor of the outlet and Motorsports Performance Pty Ltd or the prize may be posted out to the winner's postal address and paid for by Motorsports Performance Pty Ltd.

- N. Sixth prize will be either be delivered or posted to the winner within 21 working days of the Prize giveaway event.
- O. Delivery of the first prize will be organized and paid for by us, excluding on road costs, stamp duties, engineers certificates and interstate registration. For NSW winners the balance of the remaining NSW registration will be transferred to the winner.**
- P. 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 Performance vehicle prizes have all been assessed to ensure they are road worthy and meet the safety standards of Australia.
- Q. When a winner has won their prize in the promotional prize giveaway ALL their entries will be consumed or deleted, as the prize was won from their entries.
- R. To be eligible for any new/future prize promotions the entrant/participant must purchase new membership entries to be eligible.
- S. 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.
- T. 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, VCM OTR, Vortex supercharger, Exhaust and (or) muffler system, car parts, peak chemicals products, Matcraft Mats, clothing and facemasks.
- U. If any prize is unclaimed for a period longer than 20 days from the date of the Prize draw, an announcement will be made on the 21st 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 14th of August 2022. The new winners will be able to view this through our social media pages and (or) website at www.motorsportperformance.com.au .
- V. Every member packages has a fair and equal chance to win each prize through our prize giveaways.
4. Warranties for the Prizes and Related Products: Simmons Wheels/ Tyre packages and Kenwood/Pioneer Blue tooth, Kenwood under seat woofer and X 4 Kicker 2 way speakers.
- a. A 1 year warranty applies to all our performance car products, including Prizes but excludes and performance car in the prize promotion.
 - b. We do not except REFUNDS of any sort, UNLESS the performance car product is faulty or a manufacturer defect.**
 - c. **Warranty claim** within the 1 year date of purchase from a defective car performance product as follows:
 - d. **You must have you receipt number which will be no more than 1 year from the date of purchase.**
 - e. **Installation of the product was conducted by a licenced mechanic or electrician.**
 - f. **The product was not tampered with in any way and installed as per requirements.**
 - g. **You must email Motorsports Performance on manager@motorsportperformance.com.au quoting the product name, code and warranty issue. Alternatively you can call us on 0478957148, to discuss further.**

- h. **Once approved you must return the product to 23 Hillcrest St Tempe NSW 2044 and the freight charge will be refunded by Motorsports Performance Pty Ltd.**
 - i. **Please allow up to 21 business days for a response from us.**
 - j. **Once a refund is approved we will refund the total purchase amount of the car product to your nominated bank.**
 - k. **Complaints: Please refer ALL complaints including our prize promotion by email to manager@motorsportperformance.com.au or you can call us on 0478957148.**
The complaint will take up to 30 business days to assess and respond to the contact details provided which MUST include a phone number.
 - l. 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.
 - m. 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.
 - n. 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.
5. Conditions of Prize promotion 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.
6. Rendering and Warranties of Motorsports Performance
- a. All prizes which include the vehicles, Simmons, Stereos, Speakers, Accessories and merchandise are owned by Motorsports Performance.
 - b. The Prize giveaway promotion's is to promote the awareness of Motorsports Performance and its brand.
 - c. Motorsports Performance 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 Performance.
 - e. Entry to the Prize giveaways are not purchased or sold separately.
 - f. Motorsports Performance is the sole funder for the Prize giveaway events/promotions.
 - g. The Prize giveaway events are only promoted by Motorsports Performance Pty Ltd, ABN: 87 651 138 091
7. 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 Performance in order to manipulate the Prize giveaway events results.

DISCLAIMER

Once you are a member or participant of Motorsports Performance, 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. If you have any disputes you must send an email to manager@motorsportsperformance.com.au and you will be contacted within 21 working days, to resolve the dispute. However, no refunds will be issued as you agree to our terms and conditions before you enter the Prize promotion draw.
- c. 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 Performance be responsible for any legal fees;
- d. 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.
- e. In no event will Motorsports Performance, 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.
- f. 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 Performance.
- g. 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 Performance, that corrupt or impair the administration, integrity, security, fairness or proper operation of the Prize giveaway Contest, Motorsports Performance reserves the right to suspend, modify or terminate the Prize giveaway Contest.
- h. 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 Performance reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- i. 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.
- j. The Contest is void where prohibited or restricted by Law. The administration, security, fairness or proper operation of the Prize giveaway Contest, Motorsports Performance reserves the right to suspend, modify or terminate the Prize giveaway Contest.
 - k. 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 Performance reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
 - l. Motorsports Performance 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.
 - m. The Prize giveaway Contest is void where prohibited or restricted by the Australian Law.
 - n. This Terms and Conditions is the property of Motorsports Performance, you may not copy or distribute any part of this material without prior written approval from Motorsports Performance. 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.

Registered Address:

Motorsports Performance Pty Ltd, ABN: 87651138091,

PH: 0478957148

23 Hillcrest St TEMPE NSW 2044

Email: manager@motorsperformance.com.au

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