

## HYUNDAI FIFA World Cup Car Giveaway Promotion

### TERMS AND CONDITIONS

All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant and their parent/guardian (where applicable).

#### Schedule to Entry Conditions

Item	Subject	Details
1	<b>Promoter</b>	Name: Hyundai Motor Company Australia Pty Limited ABN: 58 008 995 588 Address: Cnr 394 Lane Cove Road & Hyundai Drive Macquarie Park NSW 2113 Phone: 1800 186 306 ("Promoter")
2	<b>Who may enter?</b>	Entry into this promotion is only open to persons who meet all the following criteria: (i) Residents of Australia.  (ii) 16 years of age or older. Entrants under 18 years of age must have parental or legal guardian approval to enter. In addition, if an entrant under the age of 18 wins a prize, the prize will be awarded to the winner's parent or legal guardian, on the winner's behalf, unless otherwise specified by the Promoter. The parent/guardian must have also read and consented to these Terms and Conditions.  (iii). is willing, ready and able to complete all entry and prize (if they are a winner) requirements at the times and dates set out in these Terms and Conditions.  Employees (and their immediate families) of the Promoter and its contractors and agencies associated with the promotion are ineligible to enter. "Immediate family" means spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1 <sup>st</sup> cousin, whether or not they live in the same household as the director, manger, employee, officer or contractor.
3	<b>Promotional Period</b>	The promotion commences at 12:01am AEST on 6 <sup>th</sup> June 2018 and closes at 11:59 pm AEST on the 12 <sup>th</sup> July 2018 (" <b>Promotional Period</b> ").
	<b>(a) How to enter?</b>	Show how you are enjoying the football during the FIFA World Cup using #FootballFling to win a Hyundai i30SR.  Eligible entrants must complete the following during the Promotional Period:  1. Share a photo or video to social media with the hashtag '#FootballFling' (i) Eligible social media platforms include Instagram and Twitter; (ii) All content used in the photo or video must be owned by the entrant (iii) All content must be set to 'public view'



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		<b>Every post gives the entrant ONE (1) entry into the Judging; not every hashtag.</b>
	<b>(b) Maximum number of entries</b>	Multiple entries are permitted.
	<b>(c) Exclusions</b>	Content supplied by influencers who have been paid.
<b>5</b>	<b>(a) Prize</b>	(a) The Prize in this promotion is a Hyundai i30 SR vehicle with automatic transmission. Total prize value is has a maximum RRP of up to AUD \$35,000. This includes registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from state to state and country to country). The Promoter may, at its sole and absolute discretion, accommodate the winner's colour preference for the vehicle, subject to availability.
	<b>(b) How the winner is determined</b>	<p>(i) The most creative photo or video shared through social media using the hashtag '#FootballFling' during the FIFA World Cup, in the opinion of the Judging Panel, will be the winner.</p> <p>(ii) Photos and videos will be judged on:</p> <ul style="list-style-type: none"> <li>a. Creativity</li> <li>b. Originality</li> <li>c. Relevance to football and the FIFA World Cup</li> </ul> <p>(iii) A panel of judges appointed by the Promoter will commence the judging to determine the winner based on the criteria listed in 5.B.ii, at 10.00am (AEST) on Thursday 12<sup>th</sup> July 2018 at Octagon Australia, 32 Grosvenor Street, The Rocks NSW 2000,</p> <p>(iv) The valid entry deemed the winner will have the opportunity to accept the prize. The panel will choose three (3) additional reserve entries which in their opinion are the next most creative, original and relevant entries received, in case of an invalid entry or entrant, or if an entrant cannot be contacted or does not respond by the claim date &amp; time outlined in Item 8 of these Terms &amp; Conditions.</p>
	<b>(c) Maximum value of prizes</b>	The maximum RRP of the Hyundai FIFA World Cup Promotion prize in this promotion is \$35,000 AUD.
<b>6</b>	<b>Winner notification</b>	The winner will be notified via phone call and in writing by email within 2 working days of the Judging by Tuesday 17 <sup>th</sup> July 2018.
<b>7</b>	<b>Winner publication</b>	The prize will be announced live on SBS before the final on the Monday 16 <sup>th</sup> July 2018 before the World Cup Final commences at 01.00am (AEST).
<b>8</b>	<b>Redraw or redetermination of winner</b>	The Promoter reserves the right to re-determine the winner in the event of an entrant being unable to satisfy these terms and conditions, forfeiting, or not claiming the prize. If the prize remains unclaimed or the prize acceptance form, liability and publicity waivers remain unsigned at 9.00am (AEST) on Wednesday 25 <sup>th</sup> July 2018, the Promoter will contact the first reserve winner from the reserve entries at 10.00am (AEST) on Wednesday 25 <sup>th</sup> July 2018. This process will continue with each entrant having one (1) week to call/contact the Promoter back and accept the prize, subject to any written direction given under applicable law. The winner, will be published at <a href="http://www.hyundai.com.au">www.hyundai.com.au</a> within two (2) business days of the re-determination from Friday 27 <sup>th</sup> July 2018 for a minimum of 28 days.

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9	Permit Numbers	Not applicable
10	Additional Terms	<p>(i) It is the winner's responsibility to ensure that they have valid documentation, which meet the requirements of government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner. If the winner is, for whatever reason, unable to take an element of the prize then that element of the prize will be forfeited by the winner, and no compensation will be paid or given in lieu.</p> <p>(ii) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry or game process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.</p> <p>(iii) Incomplete, indecipherable, inaudible or illegible entries (as applicable) will be deemed invalid.</p> <p>(iv) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.</p> <p>(v) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.</p> <p>(vi) If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.</p> <p>(vii) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.</p>



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		<p>(viii) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if an eligible match or game event (stipulated in Appendix 1) is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of and/or taking of a prize.</p> <p>(ix) As a condition of accepting the prize, each winner may be required to sign any legal documentation as required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.</p> <p>(x) The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="http://www.hyundai.com.au/privacy">http://www.hyundai.com.au/privacy</a>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.</p> <p>(xi) The Promoter's decision relating to all aspects of this promotion is final and binding no correspondence will be entered into.</p>
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**Entry Conditions**

**1 ENTRY**

- 1.1 Entry is only open to those clubs specified in Item 2 of the above Schedule to Entry Conditions ("Schedule").
- 1.2 To enter, eligible entrants must follow the instructions specified in Item 4(a) of the Schedule.
- 1.3 Entrants must not enter more than the number of times specified in Item 4(b) of the Schedule.
- 1.4 All entries must be received by the Promoter by or in the period indicated in Item 4(a) of the Schedule. Entries are deemed to be received at the time the Promoter receives the entry in its promotion database, and not at the time of transmission by the entrant.

- 1.5 The Promoter may, at any time, verify the validity of entrants and entries (including an entrant's identity, age, place of residence and whether they hold any driver's licence required to enter this promotion). Entrants must fully cooperate with the Promoter in connection with such verifications.
- 1.6 The Promoter accepts no responsibility for 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. However, the Promoter may (but is

- not obliged to) at its discretion accept an entry which contains errors or omissions.
- 1.7 All costs with entering this promotion (including without limitation, costs in accessing any website) is the entrant's responsibility.
- 1.8 If this promotion involves the entrant participating in any physical or sporting activity, the entrant acknowledges and agrees that:
- (a) the entrant is fit, in good health, and not aware of any reasons that may harm or endanger their health by participating in such activities. Without limitation, the entrant warrants and agrees that at the time they participate in the activities, they will not be pregnant, under the influence of drugs or alcohol, and will not have any heart condition, abnormal blood pressure, epilepsy, pre-existing injury or any other medical condition that might make it unsafe for them to participate in the activities;
  - (b) the entrant may be required to undertake tasks that may be physically challenging and may involve risks of injury, illness or death, some of which may be obvious and others that may not be obvious;
  - (c) the entrant may be required to sign an indemnity form (with content that the Promoter determines in its discretion) before participating in the activities, and if they refuse to sign the indemnity form, this will disqualify the entrant and the Promoter may select another person to replace the entrant at its sole and absolute discretion;
  - (d) the Promoter will not be responsible or liable for any personal injury, illness or death caused to the entrant or any other person in connection with the entrant's participation in the activities; and
  - (e) the entrant must conduct themselves in an appropriate manner and follow the Promoter's instructions and all venue rules and regulations at all times.
- 1.9 If this promotion involves the entrant submitting any photographs, images, films, recordings, footages, videos, sms or mms messages, testimonials, comments, artistic works, literary works, information, materials or documents to the Promoter ("**Content**") then the entrant agrees that:
- (a) the entrant must not submit any Content that is unlawful, fraudulent, defamatory, offensive, obscene, derogatory, discriminatory, pornographic, sexually inappropriate, insulting, scandalous, violent, abusive, harassing, threatening, inflammatory, not suitable for children under 15 years, unlawful, libellous, hateful, objectionable in relation to race, religion, ethnicity or gender, capable of encouraging conduct that would be considered a criminal offence, capable of violating any law, capable of giving rise to a civil liability or otherwise unsuitable or inappropriate;
  - (b) the entrant must not submit any Content that breaches or may breach any intellectual property, privacy, publicity or other rights;
  - (c) the Content is the entrant's own original independent creation and does not include any third party's intellectual property or infringe any third party's intellectual property rights;
  - (d) the entrant is fully responsible for the Content. The Promoter will not be liable for the Content or its use in any way;
  - (e) before submitting the content, the entrant has obtained or obtains the consent of all persons who appear in the Content to in relation to the use of the Content for this promotion;
  - (f) the Content has not been published previously or used in any other promotion;
  - (g) the Content will not contain viruses or cause injury or harm to any person or entity;
  - (h) the entrant will comply with all applicable laws and regulations, including without limitation, those laws governing intellectual property, content, defamation, publication, privacy and the access and use of computer or communication systems;
  - (i) the Promoter may review all Content and may at any time reject, remove or take down any Content (wholly or partially) at its sole and absolute discretion without notice if it considers, discovers or suspects the Content not to comply with any of these Term and Conditions;
  - (j) the entrant must comply with all requests by the Promoter to remove, take down or edit any Content;
  - (k) unless clause 1.10 applies, the entrant grants the Promoter, its affiliates, agencies and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, disclose and display the Content for any purpose and in any media and medium, without compensation, liability, restriction on use, attribution of the entrant's moral rights. Entrants warrant that they have full authority and rights to grant such rights to the Promoter.
  - (l) the entrants must not assert any moral rights in connection with the Content;
- 1.10 If the Promoter requires, all title and property in any Content will be transferred from the entrant to the Promoter and the entrant will not be entitled to any compensation for such transfer.

## 2 PRIZES

- 2.1 The prizes in this promotion include the prizes set out in Item 5(a) of the Schedule. The entrant agrees to any terms relating to the prizes set out in Item 5(a) of the Schedule.
- 2.2 Prize winners will be selected in accordance with the method set out in Item 5(b) of the Schedule.
- 2.3 Prize winners will be notified in accordance with the terms set out in Item 6 of the Schedule, and their names and/or suburbs will be published in accordance with the terms set out in Item 7 of the Schedule.
- 2.4 The entrant must ensure they provide their correct contact details to the Promoter, and to notify the Promoter of any changes to their contact details before the date and time for announcing winners. The Promoter will not be liable if it cannot contact any winner because of any incorrect contact details provided by an entrant.
- 2.5 If a winner is under 18 years, the Promoter may award the prize to the winner's parents/guardian on the winner's behalf.
- 2.6 If the Promoter requests, the winner (and any parent or guardian of the winner) must provide the Promoter with proof of identity before being eligible to claim a prize. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 2.7 If any prize or portion of a prize is unavailable, the Promoter may at its sole and absolute discretion substitute the prize or portion of that prize with a prize of equal value and/or specification, subject to any directions from any regulatory authority, if applicable.
- 2.8 The maximum prize pool value is set out in Item 5(c) of the Schedule. The Promoter accepts no responsibility for any variation in the total prize value or any individual prize value.
- 2.9 Prizes or any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless the Promoter agrees otherwise in writing.
- 2.10 Prizes are awarded subject to the standard terms and conditions of individual prize and service providers.
- 2.11 Any ancillary costs associated with redeeming a prize (including without limitation, transportation costs) are not included and are the responsibility of the winner.
- 2.12 The entrant agrees to the terms concerning (if applicable) redraws and redetermination of winners set out in Item 8 of the Schedule.
- 2.13 These Terms and Conditions and any promotional materials connected with this promotion do not include by implication any term, condition, representation or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, image,

manufacture, design or performance of any of the prizes, to the fullest extent permitted by law.

### **3 PRIVACY**

- 3.1 The Promoter collects the entrant's personal information to conduct this promotion and may, for this purpose, disclose such information to third parties, including without limitation, to its agents, contractors, affiliated entities, service providers, prize suppliers and Australian regulatory authorities.
- 3.2 The Promoter may, for an indefinite period, unless otherwise advised by the entrant, use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any opt out, access, update or correct information request to the Promoter. A copy of the Promoter's privacy policy can be viewed at <http://www.hyundai.com.au/privacy>.
- 3.3 Entrants consent to the Promoter using their name, suburb of residence, photo, likeness, image, voice, recording, film and/or footage in any media for an unlimited period without remuneration to promote this promotion (including any outcome) and promote any products and services that the Promoter supplies or distributes.

### **4 SOCIAL MEDIA**

- 4.1 If the entrant is required to enter this promotion using a Facebook, Twitter, YouTube, Instagram or any other social media website, the entrant agrees:
  - (a) to comply with (where applicable) Facebook's, Twitter's, YouTube's, Instagram's and any other social media website's terms and conditions in relation to promotions, including (as applicable) Facebook's Statement of Rights and Responsibilities, Twitter's terms of service, YouTube's terms of service and Instagram's terms of use;
  - (b) that this promotion is in no way sponsored, endorsed or administered by, or associated with (where applicable) Facebook, Twitter, YouTube, Instagram or any other social media website (unless otherwise specified); and
  - (c) that any questions comments or complaints about this promotion must be directed to the Promoter and not to (as applicable) Facebook, Twitter, YouTube, Instagram or other social media website.

### **5 GENERAL**

- 5.1 All of the Promoter's decisions in connection with this promotion are final and binding, and no correspondence will be entered into regarding the decisions, subject to any directions from any regulatory authority, if applicable. All decisions are made at the sole and absolute discretion of the Promoter.

- 5.2 Entrants agree to indemnify and keep indemnified the Promoter against all losses, costs, expenses, damages or liabilities that the Promoter suffers or incurs or is likely to suffer or incur, and against all claims, demands, proceedings, suits and actions against the Promoter in connection with an entrant's breach of any of these Conditions.
- 5.3 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.4 The Promoter may at its sole and absolute discretion and to the full extent permitted by law:
- (a) invalidate any entry;
  - (b) disqualify any entrant; and/or
  - (c) modify, suspend, terminate or cancel the promotion, as appropriate,
- for any reason the Promoter deems appropriate at its discretion, including without limitation if:
- (d) any entry does not comply with any of these Conditions, is incomplete or indecipherable, or is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents;
  - (e) any entrant does not comply with these Term and Conditions or tampers with the entry process;
  - (f) the promotion is not capable of being conducted as reasonably anticipated;
  - (g) any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
  - (h) any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs; and/or
  - (i) any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion.
- 5.5 To the extent permitted by law, the Promoter (including its respective officers, employees, directors, contractors, agents and affiliated entities) is not responsible for and excludes all liabilities (including exclusion of all liabilities for negligence, personal injury, illness and death of any person), losses, expenses, damages, costs, claims, demands, proceedings, actions and suits (whether or not direct, indirect, special, consequential) arising as a result of or in connection with any of the following:
- (a) any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
  - (b) any theft, fraud, unauthorised, unexpected or third-party access, interference or intervention occurs; and/or
  - (c) any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion;
  - (d) entry or prize claim that is late, lost, altered or damaged, whether or not due to the Promoter's act, omission or fault;
  - (e) variation in prize value to that stated in these Terms and Conditions;
  - (f) entrant's or other person's participation in this promotion;
  - (g) damage caused to any prize in transit before the prize winner takes possession;
  - (h) tax liability incurred by a winner or entrant;
  - (i) use or misuse of the prize;
  - (j) invalidation of any entry;
  - (k) disqualification of any entrant; and/or
  - (l) any cancellation, termination, modification or suspension of this promotion.
- 5.6 If any Hyundai vehicle is to be loaned to an entrant or winner, such loan is subject to the Promoter's standard terms and conditions in relation to vehicle loan arrangements. The entrant or winner must sign any document or agreement that the Promoter requires before accepting and using the loan vehicle (including any deed of release and indemnity). Without limiting the terms in the vehicle loan agreement, the entrant or winner agrees that:
- (a) the vehicle must be collected and returned at a time and to a location the Promoter requires; and
  - (b) the entrant or winner will be responsible for all fuel costs and traffic infringement fines, penalties and tolls incurred during the loan period.
- 5.7 The entrant must comply with all additional terms set out in Item 9 of the Schedule.
- 5.8 Where applicable, the permits/licences issued for the conduct of this promotion are set out in Item 9 of the Schedule.