

HYUNDAI 'VOTE & WIN' SANTA FE PROMOTION

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

PROMOTIONAL PERIOD

2. The promotion commences at **11:00AM** (AEST) on **30/08/2018** and ends at **10:59AM** (AEST) on **11/09/2018** (**Promotional Period**).

ELIGIBILITY

3. Entry is only open to residents of Australia aged 18 years or older who:
 - (i) receive an electronic direct mail invitation (**eDM**) from the Promoter addressed to them and containing a link to a unique URL corresponding to the promotion (**eDM Link**);

OR

 - (ii) follow the hyperlink available as a banner advertisement on the Promoter's website via www.hyundai.com.au (**Promoter's Website**), or within a targeted banner advertisement appearing on Facebook or Instagram (**Social Link**) enabling them to enter the promotion;

AND

 - (iii) access www.hyundai.com.au/cars/suvs/santa-fe/competition/vote (**Promotional Website**) and correctly complete and successfully submit their Entry in the manner required (**Entrants**).
4. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

HOW TO ENTER

5. To enter the promotion, Entrants must, during the Promotional Period:
 - a. access the Promotional Website in the manner stated in Condition 3;
 - b. view the five (5) video entries from the Finalists of the "Hyundai Santa Fe Roadtrip Promotion" as exhibited on the Promotional Website;
 - c. nominate one (1) of the video entries, by selecting the thumbnail of the chosen video and then selecting the "vote" option available on the screen (**Vote**); and
 - d. fully and correctly complete and successfully submit the online entry form in the manner required, including providing the Entrant's name, residential address, telephone number, current and valid email address and answer to the promotional question: 'Where would you take your Santa Fe Highlander if you won?',

(together, an **Entry**).

6. Multiple entries are permitted, however each Entrant may only submit (1) Entry per calendar day during the Promotional Period and each Entry must be substantially unique, must be submitted separately, and must independently comply with these Conditions of Entry.
7. Entrants acknowledge and agree that this promotion does not involve the awarding of any prizes for Voting. Votes will be tallied to determine the winner of the "Hyundai Santa Fe Roadtrip Promotion". The Entrant whose Entry is judged to be the best from all eligible Entries received in this "Hyundai 'Vote & Win' Santa Fe Promotion" will also receive the prize in accordance with Condition 13.
8. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their entry form will deem their Entry invalid.
9. Costs associated with accessing the promotion remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
10. The use of any automated Entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.

WINNER DETERMINATION

11. All eligible Entries received throughout the Promotional Period in accordance with Condition 5 will be judged by a panel of appropriately qualified judges by **5:00pm** (AEDT) on **13/09/2018** at Hyundai Motor Company Australia, 394 Lane Cove Road, Macquarie Park NSW 2113 to determine one (1) winner.
12. All eligible Entries will be judged on the basis of originality and creative merit to determine the most well-thought-out answer. This is a game of skill and chance plays no part in determining the winner. The winner will be notified in writing by email by 19/09/2018 and their name and locality will be published on the Promoter's Website from 19/09/2018 to 28/09/2018. All reasonable steps to notify the winner of the results of the judging will be taken by the Promoter. Judges' decision is final and no correspondence will be entered into.

PRIZE

13. The Entry judged to be the best from all eligible Entries received during the Promotional Period will win one (1) Hyundai Santa Fe Highlander model SUV motor vehicle with an 8 speed automatic transmission and a 2.2 CRDi engine valued at up to **\$65,000.00**. Colour of the motor vehicle is subject to availability of colours at the relevant Hyundai dealership.
14. The prize includes twelve (12) months registration in the place of residence of a winner, twelve (12) months third party compulsory insurance, on road costs, stamp duty and dealer delivery costs, dependent upon the usual residential address of a winner, but excludes comprehensive insurance and operational costs, which are the responsibility of the winner. All ancillary costs or accessories not expressly provided are the responsibility of the winner.
15. To be eligible to claim the prize, a winner must be capable of obtaining motor vehicle registration of the vehicle in his or her name and a licence to use the motor vehicle in accordance with the applicable legislation where the vehicle is collected. If the winner is, through any legal incapacity or otherwise, unable to register the motor vehicle in his or her name or lawfully use the vehicle, then a winner may, at their own cost, assign the motor vehicle to another person who holds the required licence and has the legal capacity to obtain registration.
16. The winner will be contacted by the Promoter to arrange for delivery of the vehicle to their usual residential address or collection of the vehicle from the dealership nearest to their usual residential address, as nominated by the Promoter in its sole discretion. Upon delivery or collection of the vehicle (as applicable), winner must provide their current driver's licence for inspection and demonstrate that the Promoter has arranged the required registration and compulsory insurance in their name, before the vehicle may be taken or driven away from the

collection point. Delivery or collection of the vehicle is subject to availability of the vehicle, but is anticipated to be within twenty-eight (28) days from the date the winner is successfully notified that they have won. If the vehicle is collected, the winner is responsible for all costs incurred by them to travel to and from the nearest dealership to collect the vehicle.

17. It is a condition of being awarded the prize that the winner must, following notification and prior to the awarding of the prize, confirm their full name and address, and provide the Promoter with a copy of their current and valid Australian driver's license. The winner must provide all information and sign all documentation necessary to enable the Promoter (or its nominated dealer) to register the vehicle in the winner's name prior to the prize winner's collection of a vehicle from the relevant dealership. All costs associated with travel to and from the dealership are the winner's responsibility. The Promoter accepts no responsibility for any mechanical, body or paint repairs or repairs or maintenance of any kind relating to the prize after the date and time of prize collection by the winner. Any vehicles depicted in any promotional material are not necessarily the same colour or grade as the prize vehicle, and are for illustration purposes only.
18. The Promoter reserves the right to request the winner produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner before issuing the prize.
19. It is a condition of accepting the prize that the winner may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
20. The total prize pool value is **\$65,000.00**. The prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prize must be taken as offered and cannot be varied. The prize cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.

GENERAL

21. The Entrant whose Entry is judged to be the best Entry must confirm their eligibility to be awarded the prize and their ability to accept the prize within **14 business days** of being successfully notified by the Promoter that their Entry has been judged to be the best Entry, otherwise their Entry will be deemed invalid. In the event that the Promoter cannot successfully contact the Entrant who submitted the best judged Entry within **21 business days** of the judging, or in the event of an invalid Entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to accept the prize, the Promoter may, in its sole discretion, award the prize to the next best judged Entry. The Promoter will continue this process until an Entrant has been successfully contacted and the Entrant has confirmed their eligibility to be awarded the prize. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to be awarded the prize will the Entrant, subject to these Conditions of Entry, be deemed the winner of the judging.
22. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into. Any Entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible Entry into the promotion. This includes but is not limited to any Entry which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.
23. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated

- agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Entries of that Entrant may be ineligible and deemed invalid.
24. The Promoter reserves the right to verify the validity of any and all Entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
 25. The prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
 26. If the prize or element of the prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
 27. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
 28. It is a condition of accepting the prize that the winner may be required to sign legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
 29. To the extent permitted by law, the Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
 30. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s).
 31. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.
 32. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, the eDM Link, Promoter's Website or Social Link, or the information on the Promotional Website, the eDM Link, Promoter's Website or Social Link, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
 33. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

PRIVACY

34. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prize (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its promotional partners. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
35. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media.
36. The Promoter will provide to each Entrant, at time of entry into the promotion (or as soon as reasonably practicable thereafter), a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
37. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at privacy@hyundai.com.au. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by contacting the Promoter or via the Promoter's website www.hyundai.com.au/privacy.
38. By entering the promotion in the manner required, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, promotional partners, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
39. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Personal Information**" means in Australia, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
40. **Promoter:** Hyundai Motor Company Australia Pty Limited (ABN 58 008 995 588) of 394 Lane Cove Road, Macquarie Park NSW 2113. Tel: (02) 8873 6000.