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**BMW AUSTRALIA LTD.**  
**(“Promoter”)**

**M CAPTURE COMPETITION T1/T3 PRIZE**  
**(“Promotion”)**

**CONDITIONS OF ENTRY**

1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry. Participation in this Promotion is deemed acceptance of these Conditions of Entry.
2. The Promotion is open to individuals (Entrants) who:
  - (a) Are residents of Australia;
  - (b) Aged 18 years old or over;
  - (c) Hold a valid Australian Driver’s Licence;
  - (d) Are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the promotion); and
  - (e) Have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter, (“Entrants”).

An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

3. The Promoter reserve the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is a condition of entry that Entrants are able to accept the prize as stated. Inability to accept the prize as stated will deem the Entrant ineligible and the prize won will be forfeited.
4. All prices stated are in Australia dollars and includes GST. All references to times and dates are reflected as to times and dates in Melbourne is Australian Eastern Daylight Saving Time (AEDST). All times are stated using the 24-hour clock.

**KEY DATES**

5. The Promotion commences on **Wednesday , 28 November 2018 at 10:00 AEDST** and closes **Saturday, 1<sup>st</sup> December 2018 at 21:00 AEDST** (“Promotional Period”).
6. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted received by the Promoter after the closing date. Entries that do not comply with these Conditions of Entry are incomplete, or submitted or received by the Promoter after the closing date will be declared void.

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7. There will be one (1) competition grand prize winner and (10) runner up prize winners announced after the Promotion Period, the draw for the winners will take place at the following time:

**a) 12:00 AEDST on Friday 7<sup>th</sup> December 2018**

All entries received during the promotional period will be entered into the draw. The random draw will take place at the Promoter at BMW Australia Ltd. Head Office, 783 Springvale Road, Mulgrave, Victoria, 3170. An independent scrutinizer will be in attendance. Non-winning entries will be entered into subsequent rounds. The Promoter's decision in relation to any aspect of the competition is final and binding on every entrant. No correspondence will be entered into.

8. The winners of the competition will be notified by email or phone relying on the contact details provided by the Entrant.
9. The winners of the competition will be published to the public no later than two (2) days prior to the draw.

## **ENTRY REQUIREMENTS**

10. The competition is a Game of Chance, and valid entries require participants to enter their details via an iPad form supplied on the M Activation stand. Participants will then be required to compete in the M Capture game.

a) This game requires the participant to stand behind the button plinth, wear the headphones supplied and watch the game content on a the LED screen, pressing the button to pause the content when they see the BMW vehicle. Eligible entries will be those who pause the content and capture the entire vehicle in frame. See frame criteria references. (Refer to appendix A)

11. To enter, Entrants must complete the following steps during the Promotional Period at the M Activation stand, World Square, 644 George St, Sydney:

(a) Submit their personal details into the iPad form including First Name, Surname, phone number, a valid email address and postcode.

(b) Read and tick the check box to accept the terms and conditions.

(c) The Entrant may also 'opt in' to receive promotions and offers directly from BMW post promotion, via the online entry form.

(d) Participants will receive one chance to step up to the button and press it when they see the BMW vehicle pictured on screen. By pressing the button it will pause the content, capturing it on screen at a certain point.

(e) Only if the whole vehicle is pictured within the frame will the participant be entered into the prize draw. (Refer to appendix A)

12. Only one (1) opportunity to enter will be awarded per person.

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13. Only one (1) button trigger is available on the activation stand.
  14. Only (1) person can compete at one time.
  15. Participants may only press the button trigger once. Participants who press multiple times will be disqualified.
  16. The promoter does not take responsibility for the loss of details due to technical fault of the hardware or software forms used for data capture.
  17. The promoter does not take responsibility for the incorrect push of the button trigger. If the button is pressed incorrectly it may create a slight delay when pausing the content.

## **ENTRY DETAILS**

18. Entrants can only enter in their own name.
19. Limited to one (1) entry per person.
20. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
21. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win the prize.

## **ENTRY VERIFICATION**

22. The Promoter may, at their absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrants:
  - a) Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
  - b) Tamper with the operation of the Promotion database or found to be using multiple aliases, household addresses or email addresses; or
  - c) Tamper with the physical button and trigger mechanics to pause the content.
  - d) Act in a disruptive manner; or
  - e) Fail to establish their entitlement to enter the Promotion to the Promoter reasonable satisfaction; or
  - f) Fail to produce items as required or produces items that, in the Promoter' opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - g) Act in violation of these Conditions of Entry.

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## PRIZE POOL

23. One Major Prize (Tier One) will be won:

**Major Prize (Tier One) details:**

**\$10,000 Trip to Germany for two**

The grand prize winner, drawn at random, one (1) in total, will win a travel package valued up to a maximum of \$10,000 incl GST. The package includes;

- Return airfares for two people from any Australian major city to Munich, German
  - 3 nights accommodation in a 4 star hotel
  - Spending allowance up to \$500 per person.
  - Return transfers to experience a BMW M Intensive Training track day for two.  
<https://www.bmw-drivingexperience.com/en/trainings/bmw-driving-experience/bmw-m-experience/bmw-m-intensive-training.html>
  - Return transfers and entry to the BMW Factory visit
- The 2019 dates will be announced in February 2019 and the trainings will take place between April – October 2019.
  - The track day vehicle is subject to availability and the car model may change.
  - Additional insurance and all other ancillary costs are the responsibility of the winner.

24. Ten (10) Subsequent prizes (Tier 3) to be won:

**Subsequent Prize details:**

Following the grand prize draw, those entries remaining in the draw will eligible for the tier 3 prize pool. Drawn at random, ten (10) in total, will win a BMW M collection gift including hats, bags, suitcases and clothing. Each piece of merchandise varies in price and will also be selected at random. Merchandise items could be up to the value of \$399 inc GST.

- Merchandise selected is subject to availability and will not exceed \$399 inc GST per item.
- Additional insurance and all other ancillary costs are the responsibility of the winner.
- The prizes will be posted to the winners Australian address.

**Total prize pool value \$13,990**

## PRIZE CONDITIONS

25. Prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated.

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27. M Track day will be supplied as a voucher for a set amount which can be used on a variety of track day options.

28. The prize may only be eligible to be taken between April – October 2019 and dates will be decided by the Promoter once availability of track days has been released.

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30. Prize is not exchangeable or redeemable for cash or any other goods or services nor can it be taken in parts. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter are not able to give the prize-winner the advertised prize. Any incidental costs relating to the prize are the responsibility of the winner.
  31. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or the Prize Provider in their absolute discretion, including but not limited to a legal release and indemnity form.

Prize must be claimed within

### **PRIZE WINNER**

32. All eligible entries are judged back on the frame criteria (refer to Appendix A)
33. The winner is selected from a random draw.
34. If the winner selected is deemed not to comply with the Conditions of Entry of this Promotion, their entry will be declared invalid and a new winner will be nominated.
35. The winners of the competition will be notified by email or phone relying on the contact details provided by the Entrant, no more than (2) days after they are drawn.
36. If the winner is not contactable and does not accept the prize within (2) two weeks of the prize draw, the competition will be redrawn from the remaining entrants.
37. In the event of war, terrorism, state of emergency or disaster, the Promoter reserve the right to cancel, terminate, modify or suspend the Promotion.
38. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.
39. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.
40. If, for any reason, any aspect of the Competition is not capable of running or is not capable of being judged and determined by the Promoter as planned, including but not limited to by reason of computer virus, communications network failure, power failure, bugs, tampering, unauthorised intervention, fraud, technical failure, vandalism, tempests, natural disasters, acts of God, civil unrest or strikes, or any other cause beyond the control of the Promoter, the Promoter

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may in its sole discretion cancel, terminate, modify, suspend, delay or postpone the Competition, invalidate any affected entries or recommence the Competition afresh on the same conditions set out in these Terms subject to state legislation. The Promoter reserves the right in their sole discretion to disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:

- a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
- b) Failure of any entry to be received by the Promoter as a result of those matters; nor
- c) Any injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.

- 41. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 42. The Promoter reserves the right in their sole discretion to disqualify any individual who the Promoter have reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter' legal rights to recover damages or other compensation from such an offender are reserved.
- 43. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
- 44. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, the Promoter, their employees and agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or their employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or their employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

**CAUTION:** Any attempt to deliberately 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 reserve the right to seek damages to the fullest extent permitted by law.

## **PERSONAL INFORMATION**

- 45. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry and approval to use the winner's name

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and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the competition. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.

46. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter will collect personal information about Entrants to include Entrants in the Promotion.
47. If the personal information requested is not provided, the Entrant may not participate in the Promotion.
48. All personal information will be collected, held and treated in accordance with the Promoter's privacy policy, which is located at (<https://www.bmw.com.au/privacy>). The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their personal information, 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
49. The Promoter is BMW Australia Ltd. 783 Springvale Road, Mulgrave VIC 3170 (ABN 11 004 675 129).