

Kia Open Access Competition

Terms and Conditions

By entering the Kia Open Access Competition (the "Competition") as organised by Kia Motors Australia Pty Ltd (the "Promoter"), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter and the prizes form part of the terms of entry. Entry into the Competition is deemed acceptance of these terms and conditions.

2. WHO CAN ENTER?

2.1 Subject to this clause 2, entry is open to all residents of Australia aged 18 years or older.

2.2 Employees and their immediate families of Kia Motors Australia Pty Limited and its affiliates, and their associated agencies and companies are not eligible to enter. 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.

2.3 For the Prize specified in Clause 4.1 (ii), entrants must satisfy the additional vehicle purchase requirements outlined at Clause 3.7 to be eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences on **Friday 01 November 2019 at 09:30 AEDT** and concludes on **Sunday 15 December 2019 at 16:30 AEDT** (the "Competition Period").

3.2 Entries must be received within the Competition Period:

Open at 09:30 AEDT	Close at 16:30 AEDT	Draw at 15:00 AEDT
Friday 01/11/2019	Sunday 15/12/2019	Tuesday 17/12/2019

Prize 1

3.3 In order to enter to win one (1) of the prizes specified in Clause 4.1 (i), entrants must:

- a) head online to kiatennis.com.au; and
- b) register all required details on the entry page (full name, mobile number, email address) during the Competition Period.

3.4 Entrants may not use computer generated "scripting" for multiple entries (which will be deemed invalid). Entrants can only enter once during the Competition Period. Incomplete or indecipherable entries will be deemed invalid.

3.5 The time of entry will be the time the entry registration is received by the Competition database.

3.6 Entrants will incur download charges applicable to their contract with their phone provider.

Prize 2

3.7 In order to enter to win one (1) of the two hundred (200) double passes to the Australian Open with Kia Marquee entry, as further specified in Clause 4.1 (ii), entrants must first purchase any new Kia from an Authorised Kia Dealer (by way of a sale that is registered via Kia Motors Australia's RDA system) within the Competition Period. Entrants will be automatically entered into the draw for one (1) of Prize 2.

- 3.8 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 process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the competition. 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.
- 3.9 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.
- 3.10 Entry details remain the property of the Promoter and will not be returned to the entrant. The winner agrees to grant the Promoter a perpetual and non-exclusive licence to use their entries in all media worldwide and the winner will not be entitled to any fee for such use.
4. **PRIZES**
- 4.1 There will be two hundred and five (205) separate prizes in total. Each of the prize package details are set out below:

Full Details	Total Prize RRP (inc. GST)
<p align="center">(i) 5 x VIP Experiences to Australian Open Finals in Melbourne (Prize 1)</p> <p>Each Prize 1 is a trip for the winner and one (1) guest valued at up to \$6,000 RRP (inc. GST) including:</p> <ul style="list-style-type: none"> • Return economy airfares between the winner's closest Australian state capital city and Melbourne for the winner and one (1) guest (see below); • Return private car transfers between the airport and accommodation in Melbourne; • Three (3) nights at a minimum 4-star hotel accommodation with twin/double share (check-in 31/1/2020 and check-out 3/2/2020); and • Two (2) Category 1 tickets to the 2020 Australian Open Men's or Women's Final. <p>Conditions applicable to Prize 1:</p> <ul style="list-style-type: none"> • Winner and their guest must be available to travel on the set travel dates outlined in the Prize 1 description. • Return economy flights depart from the closest airport to the winner which is located in either Adelaide, Brisbane, Canberra, Darwin, Hobart, Perth or Sydney. The winner and their guest must depart and return from the same city and must travel together on the same flights. 	\$30,000
<p align="center">(ii) 200 double passes to the Australian Open with Kia Marquee Entry (Prize 2)</p> <p>Each Prize 2 is valued at \$710 RRP (inc. GST) and includes:</p> <ul style="list-style-type: none"> • Two (2) Category 2 tickets to the Australian Open; and • Entry passes to the Kia Marquee at the Australian Open for the day specified on the double passes (children under 18 must be accompanied by their parent or guardian). 	\$142,000
TOTAL VALUE	\$172,000

- 4.2 The total prize value for all prizes is up to **AUD \$172,000 (including GST)**. Prize value is correct as of 08 October 2019. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken or received. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.
- 4.3 The Promoter supports the responsible consumption of alcohol and guidelines can be found at <http://www.alcohol.gov.au/internet/alcohol/publishing.nsf/content/guidelines>.
- 4.4 In accepting the prize the winner agrees to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the winner grants the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
- 4.5 Prize 1 packages have set travel dates and are subject to the following conditions:
- The winner will be required to complete a prize acceptance form returnable to the Promoter within 48 hours of being notified as the winner to formally accept the prize;
 - Domestic travellers must provide a copy of their driver's licence (or other official photo identification) within 48 hours of being notified as the winner, or the prize will be reallocated to the next reserve winner drawn at the same time as the original draw;
 - A guest of a winner will be required to complete a prize acceptance form (and will need to provide a copy of their driver's licence (or other official photo identification) within 48 hours of the winner being notified to enable the travel booking to be made; and
 - The winner must finalise the prize booking within 48 hours of being notified as the winner.
- 4.6 Prize 1 packages are single event holidays and cannot be separated into different holiday segments. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers.
- 4.7 The winner and their guest must travel together on the same flights and stay in the same accommodation.
- 4.8 No compensation or alternative travel plans will be arranged should the winner and/or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the sole responsibility and expense of the winner and their guest.
- 4.9 A credit card imprint will be required from the winner at check-in to the hotel for all incidental charges.
- 4.10 Once the booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of AUD \$150.00 including GST plus supplier charges which is payable by the winner.
- 4.11 Travel suppliers/airlines to be chosen at the discretion of the Promoter.
- 4.12 Comprehensive travel insurance is highly recommended and at the expense of the winner.
- 4.13 In the event that an element of the prize is cancelled or postponed for any reason, the winner agrees to forfeit the specified element and no cash alternative offer will be granted in lieu of the part of the prize.
- 4.14 Unless expenses are expressly stated in these terms and conditions to be expenses which are part of the prize, all other expenses incurred by the winner and their guest in preparation for, or during the trip, are the responsibility of the winner and their guest, including but not limited to all meals, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs.
- 4.15 The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

- 4.16 It is a condition of accepting the prize that the winner and their guest must comply with all the conditions of use of the prize and the Promoter's requirements.
- 4.17 The winner must be 18 years of age at time of entry and their guest can be any age. However, all guests under 18 years of age must travel with their parent or legal guardian and valid identification must be provided to the Promoter.
- 4.18 Kia Motors Australia Pty Limited and its associated agencies and companies or individuals associated with the provision of the Prize/s, make no representation as to the safety conditions or other issues that may exist at any destination.
- 4.19 The winner and their guest are responsible for organising transport to and from the airport of initial departure and final return.
- 4.20 Any costs associated with alterations made by the winner and/or their guest to confirmed flights and/or accommodation details will be at the expense of the winner.
- 4.21 Prizes are not redeemable for cash and are not transferrable or exchangeable.
- 4.22 For Prize 1, once the prize is accepted, the winner must deal directly with 33 Degrees Worldwide Pty Ltd (or their agents) to book the prize and, where permissible, make any changes to the prize.
- 4.23 Prize 2 winners are responsible for making their own way to and from the event.
- 4.24 Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by 33 Degrees and the airline carriers in accordance with normal travel practices.
- 4.25 The winner should seek independent financial advice regarding the prize as tax implications may arise as a result of accepting the prize.
- 4.26 Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 4.27 The Australian Open ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

5 PRIZE DRAW AND NOTIFICATION OF THE WINNERS

- 5.2 A prize draw will be held on Tuesday 17 December 2019 at 15:00 AEDT at Anisimoff Legal, 5/210 Central Coast Hwy, Erina NSW 2250 for all Prizes. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The prize winners will be notified by phone within 24 hours of the prize draw, and a letter advising the winner of each Prize 1 will also be emailed to the email address associated with their registrations within 24 hours of the draw. All winner's details will be published at kiatennis.com.au on Wednesday 18 December 2019.
- 5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.5 The Promoter may in its absolute discretion deem entries invalid subsequent to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions. In these circumstances, a replacement draw will be conducted.
- 5.6 Subject to state government legislation an unclaimed prize draw will take place at Anisimoff Legal, 5/210 Central Coast Hwy, Erina NSW 2250 on Thursday 19 December 2019 at 16:00 AEDT. Any winners of unclaimed prizes will be notified by a phone call on the day of the draw, and a letter advising the winner of the unclaimed Prize 1 will also be emailed to the email address associated with their registration within 24 hours of the draw. Any winners of unclaimed prizes will have their name published on kiatennis.com.au on Friday 27 December 2019.

5.7 The winner, whether drawn from the original draw, unclaimed prize draw or replacement draw must comply with all requirements for accepting their prize as set out in these terms and conditions.

6. NO LIABILITY

6.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to State government regulations.

6.2 The Promoter and its associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.

6.3 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.

6.5 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 the appearance of any or all of the athletes or the Australian Open event 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) attendance at the prize event.

6.6 If for any reason this Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition subject to state government regulations.

6.7 The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged 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.

7. PROMOTER'S DETAILS

7.1 The Promoter is Kia Motors Australia Pty Limited, (ABN 97 110 483 353), Locked Bag 2207, North Ryde, BC NSW 1670

7.2 Entry details remain the property of the Promoter. Kia Motors Australia Pty Limited and its related entities, will collect the entrant's personal information for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying winners). Kia will handle the entrant's personal information in accordance with Kia's Privacy Policy which is available on its

website at <https://www.kia.com/au/util/privacy.html> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By entering the Competition, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Kia may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Kia. In addition, by entering this competition, you consent to Kia using your personal information for the purpose of Kia and its related entities sending you information regarding products and services available through them and/or through their business partners, and to Kia from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of such communications. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).

7.3 Authorised under Permits: ACT: TP19/04494, NSW: LTPS/19/39291, SA: T19/1810