



Kia Tennis Passport (New York) Competition

Terms and Conditions

By entering the Kia Tennis Passport (New York) Competition (the "Competition"), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter forms 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 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.

3. HOW TO ENTER

3.1 The Competition commences **Monday 10 June 2019 at 09:30 AEST** and concludes on **Sunday 28 July 2019 at 16:30 AEST** ("the Competition Period").

3.2 Entries must be received within the Competition Period:

Open at 09:30 AEST	Close at 16:30 AEST	Draw at 12:00 AEST
Monday 10/06/2019	Sunday 28/07/2019	Monday 29/07/2019

3.3 In order to enter to win the Prize specified in Clause 4.1:

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

3.4 Notwithstanding clause 3.3, any person who purchases a new Kia vehicle from an Authorised Kia Dealer (by way of a sale that is registered via Kia Motors Australia Pty Limited's RDA system) within the Competition Period will automatically be entered into the draw for the Prize specified in Clause 4.1.

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

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

3.7 Entrants must incur download charges applicable to their contract with their telecommunications provider.

3.8 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 winners will not be entitled to any fee for such use.

4. **PRIZE**

4.1 There will be one (1) prize. The Prize package details are set out below:

Full Details	RRP (inc. GST)
<p>A trip to New York</p> <p>The Prize is a trip for the winner and one guest including:</p> <ul style="list-style-type: none"> • Return economy airfares between the winner’s closest Australian state capital city and New York, USA for the winner and one guest; • Return private car transfers between airport and accommodation in New York; and • Five (5) nights at a minimum 4 star hotel accommodation twin/double share (check-in 6 September 2019 and check-out 11 September 2019) <p>Conditions</p> <ul style="list-style-type: none"> • The winner and their guest must be available to travel on the set dates outlined in the prize description. • Return economy flights depart from the closest airport to the winner which is located in either Adelaide, Brisbane, Canberra, Darwin, Hobart, Melbourne, Perth or Sydney. The winner and their guest must depart and return from the same city and must travel together on the same flights. 	<p>Total value (\$11,650)</p>
TOTAL VALUE	\$11,650 AUD

The total prize value is up to **AUD \$11,650 (including GST)**. Prize value is correct as of 24 October 2018. 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.

4.2 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.

4.3 The Prize package has set travel dates and is subject to the following conditions:

- The winner will be required to complete a prize acceptance form within 7 days of being notified as the winner to formally accept the Prize;
- The winner must provide a copy of their valid passport with a minimum of 6 months validity past the proposed return date to Australia within 7 days 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;
- The guest of a winner will be required to complete a prize acceptance form and will need to provide a copy of their valid passport with a minimum of 6 months validity past the proposed return date to Australia within 7 days of the winner being notified to enable the travel booking to be made; and
- If the winner and their guest do not comply with the above requirements within 8 days of being notified as the winner, the Prize will be reallocated to the next reserve winner drawn at the same time as the original draw.

4.4 The Prize package is a single event holiday and cannot be separated into different holiday segments.

4.5 The winner and their guest must travel together on the same flights and stay in the same accommodation.

- 4.6 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.
- 4.7 A credit card imprint may be required from the winner at check-in to the hotel for all incidental charges.
- 4.8 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 including GST plus supplier charges which are payable by the winner.
- 4.9 Travel suppliers/airlines to be chosen at the discretion of the Promoter.
- 4.10 Comprehensive travel insurance is compulsory and at the expense of the winner.
- 4.11 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.
- 4.12 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, tips, room service, telephone calls, transfer fees (other than specified), excess baggage, government taxes, airport charges and all other ancillary and personal costs.
- 4.13 The winner agrees that they will not sell or otherwise provide their story and/or photographs relating to the Competition to any media or other organisation.
- 4.14 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.
- 4.15 The winner must be 18 years of age at time of entry and their guest can be of 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.
- 4.16 The Promoter and its associated agencies and companies or individuals associated with the provision of the Prize make no representation as to the safety conditions or other issues that may exist at any destination.
- 4.17 The winner and their guest are responsible for organising transport to and from the airport of initial departure and final return.
- 4.18 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.
- 4.19 The Prize is not redeemable for cash and is not transferrable or exchangeable.
- 4.20 Once the Prize is accepted, the winner must deal directly with 33 Degrees Worldwide Pty Ltd (or its agents) to book the Prize and, where permissible, make any changes to the Prize. All bookings and documentation regarding the Prize must be made via 33 Degrees Worldwide Pty Ltd or its agents. Redeeming the Prize is conditional on acceptance of the terms and conditions of travel as detailed by 33 Degrees Worldwide Pty Ltd and the airline carriers in accordance with normal travel practices.
- 4.21 The winner should seek independent financial advice regarding the Prize as tax implications may arise as a result of accepting the Prize.

5 PRIZE DRAW AND NOTIFICATION OF THE WINNER

- 5.1 A prize draw will be held on Monday 29 July 2019 at 12:00 AEST at Anisimoff Legal, 5/210 Central Coast Hwy, Erina NSW 2250. The first entry randomly drawn from the national pool of entrants who entered during the Competition Period will win the Prize package detailed in Clause 4.1. A reserve prize draw will be conducted immediately following the prize draw on the same basis.

- 5.2 The Prize winner will be notified in writing and by phone by 17:00 AEST on the day of the draw. The winner's details will be published at kiatennis.com.au by 17:00 AEST on the day of the draw. As necessary, the Promoter will notify the reserve prize winner in writing and by phone.
- 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, an additional 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 Tuesday 6 August 2019 at 12:00 AEST. The unclaimed prize draw winner will be notified in writing and by phone by [insert time] AEST on the day of the draw. The unclaimed prize winner's name will be published on kiatennis.com.au by 17:00 AEST on the day of the draw.
- 5.7 The winner, whether drawn from the original draw, unclaimed prize or reserve draw must comply with all requirements 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 The Promoter and its associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a) during the draw;
 - b) whilst undertaking any travel won on or connected with their entry into the Competition;
 - c) in the participation in any prize;
 - d) as a consequence of late, lost or misdirected mail;
 - e) due to the broadcast of any program relating to the Competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
 - f) in relation to any damage or loss to entrant's or any other person's computer software, computer equipment or internet connection resulting from or related to participation in this Competition;
 - g) any variation in prize value to that stated in these terms and conditions;
 - h) any technical difficulties, technical error or equipment malfunction (whether or not under the Promoter's control); or
 - i) any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference.
- 6.5 The Promoter and its 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 reserves the right to take any action that may be available.

- 6.6 If for any reason this Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorised 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.

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