

WIN A TOYOTA COROLLA



Image does not represent actual colour of car

NORTH QUEENSLAND TOYOTA COWBOYS TOYOTA GIVEAWAY COMPETITION TERMS AND CONDITIONS



1. The Competition commences on the Start Date and ends on the End Date.
2. Entry into the Competition is deemed acceptance of these Terms and Conditions. Entry is open to Eligible Entrants and by entering the Competition the entrant certifies that he or she is an Eligible Entrant.
3. An Eligible Entrant may enter the Competition by complying with the Entry Procedure and an Eligible Entrant will not have entered the Competition unless and until the Eligible Entrant does so in accordance with the Entry Procedure. It is the Eligible Entrant's responsibility to comply with the Entry Procedure.
4. The Promoter reserves the right to exclude any Ineligible Entries. The Promoter's decision regarding any Ineligible Entries and all other matters regarding the Competition is final and no correspondence will be entered into.
5. The Prize is non-transferable unless and except as provided in these Terms and Conditions and cannot be split into individual components. Any images of the Prize used in promoting the Competition are for illustration purposes only and may not be of the actual Prize itself. Except for any costs or inclusions expressly referred to as part of the Prize, the Winner will be responsible for any costs of and incidental to accepting or using the Prize.
6. The Winner will be determined and announced by the Promoter in accordance with the Competition Determination Procedure. The Winner must comply with the Claiming Requirements in order to claim the Prize. In the event that the Winner does not comply with Claiming Requirements within the time prescribed, then the Promoter may elect to deem the Winner no longer eligible to claim the Prize in which case the Promoter will determine a new Winner in accordance with the Competition Determination Procedure. If necessary, multiple draws may be made until a Winner claims the Prize in accordance with the Claiming Requirements.
7. The Promoter's decision on all matters relating to the Competition is final and no correspondence will be entered into. In the event that for any reason the Prize is unavailable to be provided to the Winner, the Promoter reserves the right to substitute the Prize with a similar Prize of equal value.
8. The Winner agrees to be photographed upon request by the Promoter and the Promoter may also take video footage of the Winner accepting the Prize. The Winner authorises any such photographs and video footage to be used and published along with the Winner's name by the Promoter in marketing and promotional materials.
9. By entering the Competition, the entrant automatically opts in and consents to receiving marketing materials and communications. The entrant may subsequently choose to opt out of receiving these at any time.
10. If the Competition 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, the Promoter reserves the right in its sole discretion to the fullest extent permitted by law to disqualify any entrant or to modify, suspend, terminate or cancel the Competition as appropriate. In the event that an entrant of the Competition or the Winner fails to comply with these Terms and Conditions, then the Promoter may determine that such person is ineligible to enter the Competition, claim the Prize and/or retain the Prize (as the case may be).

The Prize is awarded "as is" and the Promoter makes no warranty, representation or guarantee, express or implied, in fact or law, relating to the quality, fitness for purpose or use of the Prize. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Competition, including

but not limited to where arising out of use of the Prize or any theft, unauthorised access or third party interference or any claim or Prize that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter). Each Eligible Entrant grants the Promoter the full unhindered right to use, copy, and distribute or otherwise deal with the content of the entry into the Competition in any manner the Promoter sees fit. The laws of the State of Queensland will govern this Competition.

11. The following definitions apply to these Terms and Conditions:

Prize: 2.0L Petrol Toyota Corolla Hatch Ascent Sports

Promoter: Cowboys Rugby League Football Ltd of Golf Links Drive, Kirwan 4817.
ABN: 28060382961

Start Date: 12noon, Monday 16 November 2020

End Date: 48-hours prior to home game 1, 2021

Eligible Entrant:

A person who is eligible to enter the Competition who meets the following criteria:

- Must be an Australian citizen or resident;
- The person must comply with these terms and conditions; and
- The person is not otherwise ineligible to enter the Competition or the persons entry to the Competition is not ineligible for any of the following reasons:
 - i. The person is an employee of the Promoter or immediately family member of an employee of the Promoter.

Entry Procedure:

An eligible entrant may enter the Competition by:

- Becoming a 2021 Full Season Ticketed Consumer Member – One (1) entry per seat held. Membership must be paid in full or first installment made.
- Becoming a 2021 Full Season Ticketed Corporate Member – One (1) entry per seat held. If the Corporate Membership is owned by a business, the business may nominate a representative to represent the business as a finalist, and if the Winner may collect the Prize on behalf of the business. The Prize will belong to the business, regardless of who collects it.

Becoming a 2021 Full Season Ticketed Consumer Member or a 2021 Full Season Ticketed Corporate Member constitutes acceptance of these Terms & Conditions.

Eligible Entry:

An entry into the Competition made by an Eligible Entrant in accordance with the Entry Procedure, and which is not an Ineligible Entry.

Ineligible Entry: An entry into the Competition may be deemed by the Promoter as ineligible to participate in the Competition if:

- the entry does not comply with these Terms and Conditions; or
- the promoter determines to refuse an entry for any reason in its sole discretion.

Competition Determination Procedure:

- The Promoter will randomly draw the names of five (5) finalists, with the draw to be conducted in the manner determined by the Promoter. The draw will be completed approximately 48-hours prior to the Cowboys home game one, 2021.
- The Promoter will endeavour to notify the five finalists by phone approximately 48-hours prior to the Cowboys home game one, 2021. If the Promoter is unable to

reach any finalist by phone within the timeframe determined by the Promoter, the Promoter may endeavour to notify them via another means, or may elect to draw a replacement finalist, in the absolute discretion of the Promoter.

- The five finalists must arrive at the venue for the Cowboys home game one, 2021, and make themselves known to the Promoter's staff as directed by the Promoter, not later than one hour prior to the Cowboys NRL game kick off. If a finalist does not do so, then the Promoter may elect to disqualify them from the Competition, and draw and contact a replacement finalist, in the absolute discretion of the Promoter.
- The Winner will be determined in the manner determined by the Promoter, likely to be by way of on-field activation, during half time at the Cowboys home game one, 2021.

The Promoter reserves the right to change the Competition Determination Procedure in its absolute discretion. The Promoter reserves the right to refuse to allow a third party (including family members) to represent a finalist.

Claiming Requirements:

For a Winner to claim their Prize, the Winner must:

- Provide their ID or current drivers licence.
- If the Winner is under the age of 18 years, the Prize will be awarded to the Winner's parent or legal guardian on behalf of the Winner. It is the responsibility of the Winner's parent/legal guardian to prove their parental status/legal guardianship at the time of the Winner's announcement. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a Winner's parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the Prize (including but not limited to administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the Prize is awarded to a person who is either a parent or legal guardian of the Winner.
- Collect the Major Prize from the Townsville Toyota Dealer (unless otherwise agreed by the Promoter).
- Have their photo taken with the Prize for use on social media.

Winner:

The Eligible Entrant whose entry is determined as winning the Prize in the manner contemplated in these Terms and Conditions, subject to that Winner's compliance with the Terms and Conditions and claiming the Prize in the manner specified.

Terms and Conditions:

The terms and conditions applicable to the Competition, as set out in this document.

Special Conditions:

- The Promoter will not be responsible for any liability, loss or damage arising out of the use or enjoyment of the Prize.
- The Winner indemnifies the Promoter in respect of any liability, loss or damage arising out of the use or enjoyment of the Prize.
- The Prize is not transferable, exchangeable or redeemable for cash. The Promoter accepts no responsibility for any variation in the value of the Prize. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability, or merchantability of the Prize.