

## **2019 VOLKSWAGEN AND NORTHBANK COMPETITION TERMS AND CONDITIONS**

These terms and conditions form a legally binding agreement between You and BIAV for the entry into the Competition. By entering into the Competition, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

In these terms and conditions the following definitions apply:

**AGENTS** means contractors or suppliers representing the Boating Industry Association of Victoria who work and are involved with the Event.

**BIAV** means the Boating Industry Association of Victoria Limited ABN 51 004 985 102 of Marine House, Level 1, 24 York Street, South Melbourne, Victoria.

**Claim** means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise)

**Competition** means the Volkswagen & Northbank Competition

**Event** means the 2019 RACV Melbourne Boat Show held at the Venue from 13 to 16 June 2019.

**Event Opening Hours** means from 10:00am Thursday 13 June to 6:00pm Sunday 16 June 2019.

**Family Members** has the meaning given in clause 5.

**Finalists** means people randomly drawn, by electronic means, from the ticketing database, to take place in a further random draw, to win a prize

**Loss** means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

**Northbank** means a Northbank 500C boat

**Northbank Boat Package** means a Northbank 500C inclusive of Easy Tow trailer and Mercury Out board engine

**Personal Information** means any information that is provided that may identify You including your correct full name, address, phone number and email address.

**Primary Sponsor** means Royal Automobile Club of Victoria (RACV) Limited (ABN 44 004 060 833).

**Prize Offerers** means any person or company providing the prize for the purpose of the Competition.

**Promotion Period** has the meaning given in clause 6.

**Promotion Purposes** means future competitions, draws, lotteries, promotional and marketing of goods and services including contacting You via electronic messaging for these purposes.

**QR Code** means a quick response code, being a unique two-dimensional barcode on each Ticket.

**Secondary Sponsors** means:

- a. Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876)
- b. Melbourne Marine Centre Pty Ltd (ABN 30601642353)
- c. Pat Callinan Media Pty Ltd (ABN 61 647 072 395) and
- d. Pat Callinan Publishing Pty Ltd (ABN 30150263 362)

**Ticket** means a ticket to the Event.

**Ticketing Agent** means Expo News Pty Ltd (ABN 17 564 826 326).

**Unique Person** means a unique competition entrant, constituted by a unique email address, phone number, first name and last name.

**Venue means** Melbourne Convention and Exhibition Centre, 2 Clarendon Street Southbank

**Volkswagen Amarok** means a Volkswagen Amarok Sportline V6

**Volkswagen or Northbank Competition** means the competition in which the entrants have a chance to win the Volkswagen Amarok or Northbank 500C

**You** means the person entering any or either of the Competitions.

## **Interpretation**

1. In these terms and conditions unless the context otherwise requires:
  - a. words importing the singular number include the plural number and vice versa;
  - b. words importing persons include firms, companies and corporations and vice versa;
  - c. references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to this agreement;
  - d. the headings to the clauses are not to affect the interpretation;
  - e. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

- f. the word "including" (and related forms including "includes") means "including without limitation"; and
- g. all references to time in these Terms and Conditions are a reference to local time in Melbourne, Victoria;
- h. all references to currency are to Australian Dollars (AUD).

### Entry Requirements

- 2. Entry is open only to Australian residents who are 18 years or over. Entrants under the age of 18 years must have a parent or guardian's consent to enter the Promotion.
- 3. To enter for a chance to win the **Volkswagen or Northbank Competition** if You have purchased your Ticket online, you must either:
  - a. Register your Ticket online, during the ticket purchase process or via the link provided on your ticket; and then
  - b. Select "Yes" or "I Agree" when prompted;

### OR

- c. Register at the designated iPads/tablets registration area located at the entrance halls at the Venue during Event Opening Hours; and then
  - d. Select "Yes" or "I agree" when prompted.
- 4. To enter for a chance to win the **Volkswagen or Northbank Competition** if You have purchased your Ticket at the ticket box at the Venue you must:
  - a. Register at the designated iPads/tablets registration area located at the entrance halls at the Venue during Event Opening Hours;
  - b. enter your Personal Information into the required fields; and then
  - c. Select "Yes" or "I Agree" when prompted.

- 5. Employees, directors and agents of BIAV, the Primary Sponsor, the Secondary Sponsors, the Prize Offerers, the Ticketing Agent and their Family Members are ineligible to enter. **Family Members** means any of the following: spouse, ex-spouse, de-facto, ex-de-facto, 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 first cousin.

6. The Competition commence at 11.30pm Thursday 4 April 2019 and entries close at 3pm on Sunday 16 June 2019 (**Promotion Period**).
7. From 11.30pm Thursday 4 April until Sunday 21 April 2019 at 11.29.59pm a double entry into the draw per Unique Person will be issued to those who register their tickets online.
8. From 11.30pm Sunday 21 April to 3pm Sunday 16 June 2019 there is a limit of one entry per Unique Person into the draw who register their tickets online or at the door.
9. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.
10. There is no monetary cost to enter the Competition (other than for the ticket price for entry into the event).

### **Entry into Competitions**

11. By entering any of the Completions you:
  - a. confirm and warrant that the Personal Information you have entered is completely accurate, and in particular you have taken care to ensure that your email address is correctly entered;
  - b. agree to the Ticketing Agent supplying your Personal Information to:
    - i. BIAV,
    - ii. the Ticketing Agent, and
    - iii. the Prize Offerers;
    - iv. the Principal Sponsor;
    - v. the Secondary Sponsors;and their respective authorised agents.
  - c. agree to “opt-in” to the Ticketing Agent’s eNewsletter for the purposes of the Competitions and for Promotion Purposes.
  - d. agree to the storage of your Personal Information on the databases of:
    - vi. BIAV,
    - vii. the Ticketing Agent,
    - viii. the Prize Offerers;
    - ix. the Principal Sponsor;

- x. the Secondary Sponsors;  
and their respective authorised agents.
  - e. agree that BIAV, the Primary Sponsor, the Secondary Sponsor, the Ticketing Agent and the Prize Offerers may use your Personal Information for Promotion Purposes;
  - f. agree that BIAV, the Ticketing Agent, the Primary Sponsors, the Secondary Sponsors and the Prize Offerers may disclose your Personal Information to their third party contractors and agents for the purpose of conducting the Competitions or to assist them in communicating with you for Promotion Purposes.
12. The individual Privacy Policies of the Primary Sponsor and the Secondary Sponsors contain further details about how information is stored and used. These Privacy Policies can be found:
- a. Royal Automobile Club of Victoria (RACV) Limited (ABN 44 004 060 833)-  
<https://www.racv.com.au/about-racv/our-business/legal.html>
  - b. Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876)  
<http://www.volkswagen.com.au/en/tools/navigation/footer/privacy.html>
  - c. Pat Callinan Media and Publishing Pty Ltd (ABN 30 150 263 362)  
<https://store.mr4x4.com.au/privacy-policy/>
13. If you wish to be removed from any marketing lists please email the Ticketing Agent at [tickets@lup.com.au](mailto:tickets@lup.com.au)
14. You agree that BIAV will not be liable to you, except in the case of fraud, for any act or omission (whether negligent or misleading or deceptive or otherwise) by BIAV in the performance or purported performance of its obligations under these terms and conditions.
15. You indemnify BIAV against all Claims, except in the case of fraud, arising out of or in any way connected with any act or omission by BIAV in the performance or purported performance of its obligations under these terms and conditions.
16. You agree that liability on BIAV's part or on the part of our servants or agents for any Loss or in respect of any Claim arising out of or in connection with the relationship established by this agreement or any conduct under it, shall not in any event (and whether or not such liability results from or involves negligence) exceed \$50.00.
17. BIAV takes no responsibility for any prizes damaged, delayed or lost in transit. BIAV and its agents will not be liable for any Loss or injury whatsoever which is suffered or sustained in connection with using any prize, except any liability that cannot be excluded by law.

18. By accepting the prize, the winner agrees to participate in and cooperate as required with all BIAV's reasonable media editorial requests relating to the prize, including but not limited to being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize collection and distribution.
19. BIAV, at its discretion, may require the winner to provide proof of identity, proof of age and proof of residency. Identification considered for verification is at BIAV's discretion.
20. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by BIAV at its discretion.

## **Draw**

21. The Promoter and its representatives may conduct verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.
22. The prize draw for the Volkswagen Amarok and Northbank 500C Boat Package Competition will be conducted Sunday 16 June 2019 at approximately 4:30pm at the RACV Marine Melbourne Boat Show Main Stage.
23. Finalists will be drawn by a random electronic draw process. BIAV's decision will be final and cannot be contested. No correspondence will be entered into.
24. Two (2) eligible Finalists will be drawn, after the close of the Show on Thursday 13, Friday 14 and Saturday 15 June, from all registered entrants from each of the three days. These drawn finalists will be contacted and advised by phone and email that they are finalists.
25. Two (2) further Eligible Finalists will be drawn, at 3.30pm on Sunday 16 June, from all registered entrants on that day. These drawn finalists will be contacted and advised by phone and email that they are finalists.
26. All eight (8) finalists drawn will have the option to be present at the prize draw (or they can nominate a representative). If a finalist drawn cannot be present nor nominate a representative a BIAV staff employee, or their nominee, will represent them.
27. At the prize draw the eight (8) finalists (or their representatives) will each be issued one (1) electronic key, from a pool of eight (8) electronic keys. One of the eight electronic keys will be matched to the prize. Finalists will take turns to use their electronic key to open the prize. The finalist that has the matching electronic key, and it unlocks the prize, is deemed the winner.
28. Once an entrant wins a Major Prize they are no longer eligible for further Major Prize.
29. The seven (7) remaining finalists will be eligible for the Northbank 500C Boat Package.
30. The seven (7) remaining finalists will be issued one (1) key from a pool of seven (7) keys. One of the seven keys will be matched to the prize. Finalists will take turns to use their key to fit in the ignition of the prize. The finalist that has the matching key, and it fits in the ignition, is deemed the winner.
31. The results will be published on the RACV Marine Melbourne Boat Show website at <http://www.melbourneinternationalboatshow.com.au/> and on the RACV Marine Melbourne Boat Show Facebook page by Tuesday 18 June 2019.

32. If a Winner fails to collect their prize within 28days the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, conduct a re-draw for the Prize or withdraw the Prize.
33. If due to any reason whatsoever BIAV becomes aware after an entrant has won a prize that the entrant has not complied with these terms and conditions, that entrant will have no entitlement to the prize, even if BIAV has announced them as a winner and that entrant will be required, at the direction of the BIAV, to return, refund, or otherwise make restitution of the prize.
34. In the event of any entrant being unable to satisfy these terms and conditions, they forfeit or they don't claim the prize, BIAV may, at its discretion conduct a further draw or draws as required, at BIAV Marine House 24 York Street, South Melbourne on Monday 5 August 2019. The winner or winners of any such subsequent draw or draws will be published on Tuesday 6 August 2019 at <http://www.melbourneinternationalboatshow.com.au/>.
35. On the completion of the Prize draw, entry details will be stored for a 3 year period BIAV's office at Marine House, 24 York Street Sth Melbourne Vic 3205.
36. Without limiting another clause of these terms and conditions, BIAV may, at its discretion amend any aspect of this competition or of these terms.

## Prizes

### 37. Volkswagen & Northbank Competition

- a. The first valid entry drawn (one winner) is for the Volkswagen Amarok V6 Sportline

The prize vehicle is valued at \$56,590.00 which is the recommended retail price (inc GST) and includes 12 month registration, compulsory third party insurance, stamp duty and dealer delivery( which vary state by state). Additionally insurance, options, diesel and all other ancillary costs are the responsibility of the winner. This prize is not redeemable for cash.

- b. The Second valid entry drawn (one winner) is for the Northbank 500C boat package.

The prize is valued at \$51,791.00 (being the dealers recommended retail price (inc GST) and includes 12 month registration on boat & trailer, and dealer delivery. (Registration supplied based on Victorian winner of the prize, if interstate winner registration value of \$250incl GST will be re-imbursed). Additionally insurance, options, fuel and all other ancillary costs are the responsibility of the winner. This prize is not redeemable for cash.

### **38. Prize Collection**

#### **a. Volkswagen Amarok V6 Sportline**

The winner must collect the Volkswagen Amarok from their nearest authorised Volkswagen dealer as determined by Volkswagen Group Australia Pty Ltd. Costs incurred in getting to and from the Volkswagen dealer will be at the winners expense.

If the winner is, through any legal incapacity or otherwise, unable to register the Volkswagen Amarok in their own name, then the winner may assign the Volkswagen Amarok to another person (who consents to such assignment) with legal capacity for the purpose of registration. Volkswagen Group Australia Pty Ltd takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide Volkswagen Group Australia Pty Ltd with certified copies of all required documentation as required by Volkswagen Group Australia Pty Ltd before the Volkswagen Amarok is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoters in its discretion.

The winner must take part in a winner's photo, video and interview opportunity with Volkswagen and BIAV representatives, celebrating the collection of the prize. This material will be used by Volkswagen and BIAV for promotional purposes through social and main-stream media and other communications platforms.

#### **b. Northbank 500C Boat Package**

The winner must collect the Northbank 500C boat package from Melbourne Marine Centre PTY LTD dealer 92 Hallam South Road, Hallam Victoria 3803. Costs incurred in getting to and from the Melbourne Marine Centre dealer will be at the winner's expense.

If the winner is, through any legal incapacity or otherwise, unable to register the Northbank in their own name, then the winner may assign the Melbourne Marine Centre to another person (who consents to such assignment) with legal capacity for the purpose of registration. Melbourne Marine Centre takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide Melbourne Marine Centre with certified copies of all required documentation as required by Melbourne Marine Centre before the Northbank Boat package is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoters in its discretion.

The winner must take part in a winner's photo, video and interview opportunity with Northbank and BIAV representatives, celebrating the collection of the prize. This material will be used by Northbank and BIAV for promotional purposes through social and main-stream media and other communications platforms.



- c. BIAV is not liable for any costs associated with the collection of any of the prizes.
- d. Prizes may not be transferred or substituted, except at BIAV's absolute discretion.
- e. BIAV accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the individual winners.