

## MG Motor Australia – Scan to Win Competition 2022

### PROMOTERS' DETAILS

1. The promoter is SAIC MOTOR AUSTRALIA PTY LTD (**MG Motor Australia**) ABN: 30 608 096 519 of Level 19, 100 Arthur Street, North Sydney, New South Wales, Australia 2060 and Victorian Cricket Association (trading as Melbourne Stars) (**Melbourne Stars**) ABN: 28 004 128 812 of CitiPower Centre, Lakeside Drive St Kilda Victoria 3182.
2. To contact MG Motor Australia, please call 1800 642 277. To contact Melbourne Stars, please call 1300 635 278.

### WHO CAN ENTER?

3. To be eligible to enter the competition you must be an Australian resident aged 18 years or over (**Eligible Entrants**).
4. By entering into this competition, you represent that you are eligible to enter.
5. Employees of MG Motor Australia, Melbourne Stars, their immediate families and any agencies associated with this competition are ineligible to enter.

### HOW TO ENTER

6. The competition will commence at 9:00am AEDT on 12/11/2022 and ends at 11:59pm AEDT on 28/01/2023 (**Competition Period**), and MG Motor Australia reserves the right to extend the Competition Period at any time (subject to regulatory approval, if required). To enter the competition, and be eligible to win, Eligible Entrants must, during the Competition Period complete and submit an online entry at the URL <https://mg.partnership-hub.com/stars-scan-to-win> (**Competition Landing Page**) by providing your full name, mobile number, email address, postcode, and accept these Terms and Conditions where required on the Competition Landing Page (**Eligible Entry**).
7. The competition will be advertised on the MG Motor Australia Facebook page, the Melbourne Stars Facebook page, the MG Motor Australia Instagram page and the Melbourne Stars Instagram page, and will include a link or instructions to access the Competition Landing Page.
8. MG Motor Australia and Melbourne Stars accept no responsibility for any entries not received for any reason during the Competition Period. Eligible Entries will be deemed to be accepted at the time of receipt by MG Motor Australia. No late entries will be accepted for any reason, including, but not limited to technical difficulties with the entry mechanism or the Competition Landing Page.
9. A limit of one (1) Eligible Entry to the competition per Eligible Entrant applies. The use of any automated entry software of any other mechanical or electronic means that allows an entrant to automatically enter the competition repeatedly is prohibited and will render entries submitted using such means invalid.
10. Incomplete, illegible, indecipherable or incorrect entries, or entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights (including intellectual property rights) are invalid.
11. Any entrant who, in the opinion of MG Motor Australia and Melbourne Stars, tampers or interferes with the entry mechanism or Competition Landing Page in any way, or who does

not properly comply with the entry process, will be ineligible to win. MG Motor Australia and Melbourne Stars reserve the right to disqualify entries in the event of non-compliance with these Terms and Conditions.

## **SELECTION OF WINNERS**

12. One (1) major prize winner (**Prize Winner**) will be chosen by random electronic draw. The random draw will take place at 10:00 AM AEDT on 30 January 2023, at MG Motor Australia, Level 19, 100 Arthur Street, North Sydney, New South Wales, Australia 2060.
13. The Prize Winner will be notified that they have won the Prize by the email and/or telephone details provided in their Eligible Entry on the day of the draw. The Prize Winner will be required to provide their preferred delivery address or method of collection for receipt of their Prize. MG Motor Australia and Melbourne Stars accept no responsibility for any lost or misdirected mail, or any damage to prizes caused in transit.
14. MG Motor Australia and Melbourne Stars reserves the right to request that the Prize Winner provide proof of his / her identity, residency and age prior to awarding the Prize. Proof of identification considered suitable for verification is at the discretion of MG Motor Australia and Melbourne Stars. In the event that any Prize Winner cannot provide suitable proof, in the timeframe required by MG Motor Australia and Melbourne Stars, that Prize Winner will forfeit the Prize and no substitute will be offered.
15. The results of the draw will be final, and binding and no correspondence will be entered into in relation to the results of the draw. MG Motor Australia's and Melbourne Stars' decision is final on all matters. This is a game of chance.
16. The Prize Winner's name will be published on the website: <https://www.mgmotor.com.au/> from 01/02/2023.

## **UNCLAIMED PRIZE DRAW**

17. If the Prize Winner does not respond within three (3) months of being notified by MG Motor Australia that they have won the competition, or if the Prize Winner is not readily identified and reasonable efforts made by MG Motor Australia to identify the Prize Winner are unsuccessful, Prize Winner will automatically forfeit the Prize and MG Motor Australia and Melbourne Stars reserves the right to select another Prize Winner through a second random draw.
18. If necessary, a second random draw will take place at 10:00 AM AEDT on 30 April 2023, at MG Motor Australia, Level 19, 100 Arthur Street, North Sydney, New South Wales, Australia 2060. The first Eligible Entry drawn will win the unclaimed Prize. MG Motor Australia will notify the new Prize Winner in accordance with clause 13.
19. The result of any second random draw will be final, binding and no correspondence will be entered into in relation to the results of the second random draw.
20. The Prize Winner's name will be published on the website <https://www.mgmotor.com.au/> from 03/05/2023.
21. This process of conducting further random draws will repeat until such a time that a Prize Winner is deemed eligible to receive the Prize.

## **PROMOTION AND MARKETING**

22. By entering the competition, the Prize Winner agrees to participate in such reasonable promotional activity and material as MG Motor Australia and Melbourne Stars may require

without remuneration, including photography and video content. They may also be required to supply photographs and written testimonials of their experience with the product for marketing purposes.

23. The Prize Winner also consents to the use and publication of their name in any marketing material without any further reference or payment to the Prize Winner.

## **PRIZE**

24. The competition prize consists of one (1) major prize comprised of:
  - Melbourne Stars BBL Team Signed Jersey valued at AUD \$250;
  - Melbourne Stars BBL Team Signed Bat valued at AUD \$250; and
  - Melbourne Stars BBL Team Print valued at AUD \$30.
25. The Prize has a total value up to AUD \$530 (including GST) as at the publishing date of these Terms and Conditions. MG Motor Australia and Melbourne Stars accepts no responsibility for any variation in the value of a Prize.
26. All costs associated or arising in connection with participating in the competition and the Prize are the responsibility of the Eligible Entrants.
27. Acceptance and use of the Prize is subject to any terms and conditions imposed by those involved in providing goods and/or services as part of or in connection with the Prize (**Third Party Terms**). The Prize Winner is responsible for complying with all applicable Third-Party Terms, and bears all risk associated with failure to comply with any of them. MG Motor Australia and Melbourne Stars assumes no liability (and will provide no compensation) as a result of any failure to comply with any Third-Party Terms.
28. Subject to clause 29 below, the Prize is not exchangeable or redeemable for cash or any other prize.
29. If the Prize, or any part of the Prize, is not available for any reason, MG Motor Australia and Melbourne Stars reserves the right to substitute the Prize, or any part of the Prize, with another item of equal or greater value if the Prize Winner agrees in writing (email sufficient) and subject to any written directions from any applicable regulatory authority. If the Prize Winner does not agree despite reasonable attempts by MG Motor Australia and Melbourne Stars to reach an agreement and the Prize is not available due to circumstances beyond MG Motor Australia's and Melbourne Stars' control, MG Motor Australia and Melbourne Stars may substitute the Prize, or any part of the Prize, with another item or items determined by MG Motor Australia and Melbourne Stars to be of equal or higher value.
30. MG Motor Australia and Melbourne Stars will take reasonable steps to distribute the Prize to the Prize Winner within seven (7) days of the random draw, or subsequent random draws (if necessary).

## **STANDARD TERMS**

31. Information on how to enter this competition and Prize details form part of these Terms and Conditions. Please read these Terms and Conditions carefully. Entry into the competition is deemed acceptance of these Terms and Conditions.
32. MG Motor Australia and Melbourne Stars reserves the right to amend the competition and these Terms and Conditions at any time and for any reason, subject to regulatory approval (if

required), and will notify entrants of any such amendments as soon as reasonably practicable on the Competition Landing Page. It is the entrant's responsibility to regularly check the Competition Landing Page for any amendments. Any amendments will be applied and interpreted at the sole discretion of MG Motor Australia and Melbourne Stars.

33. If the competition is not capable of running as planned, including by reason of technical failure, fraud or any cause beyond MG Motor Australia and Melbourne Stars control, MG Motor Australia and Melbourne Stars may cancel or suspend the competition or invalidate any affected entries, to the extent permitted by law.
34. MG Motor Australia and Melbourne Stars does not accept responsibility for any entries that are delayed, or which are not received for any reason during the Competition Period.
35. To the extent permitted by law, MG Motor Australia and Melbourne Stars shall not be liable for any loss, damage or injury suffered in connection with the conduct of the competition or the redemption or use of the Prize (including but not limited to direct loss) including:
  - a) technical or telecommunications problems (such as security breaches, technical website malfunctions or glitches); or
  - b) acts or omissions (including negligent acts of omissions) of MG Motor Australia's and Melbourne Stars' servants or agents involved in the conduct of this competition who are acting outside their authority as agent of MG Motor Australia and Melbourne Stars.
36. Please read the MG Motor Australia privacy policy available on the MG Motor Australia website at <https://mgmotor.com.au/privacy/> which tells you how we use any personal information we may collect about you by entering a competition.
37. Please read the Melbourne Stars privacy policy available on the Melbourne Stars website at <https://www.melbournestars.com.au/privacy-policy> which tells you how we use any personal information we may collect about you by entering a competition.
38. MG Motor Australia and Melbourne Stars collects personal information in the course of the competition in order to conduct the competition in accordance with these Terms and Conditions, and for promotional purposes. MG Motor Australia and Melbourne Stars may, for these purposes, disclose such information to subsidiary and related companies, third parties, including but not limited to agents, contractors, service providers, and any company with whom we are running the competition. This information may be used by MG Motor Australia and Melbourne Stars or disclosed to selected organisations for promotional purposes or to provide you with information about other offerings and may be stored on servers located overseas.
39. By participating in this competition, entrants release and hold harmless MG Motor Australia and Melbourne Stars from any and all liability associated with this competition, to the extent permitted by law (in which case that liability is limited to the maximum extent permitted by law).
40. MG Motor Australia, Melbourne Stars and entrants acknowledge that this competition is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants acknowledge that they are providing information to MG Motor Australia and Melbourne Stars not to Facebook.
41. MG Motor Australia and Melbourne Stars is not liable for any tax implications arising from the Prize, including fringe benefits tax. Independent financial advice should be sought.

42. The laws of VIC apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of VIC in connection with disputes concerning the conduct of the competition or the claiming of a Prize.