

CarsGuide '100th Tools in the Shed Podcast' Competition
TERMS AND CONDITIONS

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1. Please read these Terms and Conditions carefully before entering this Promotion. By entering the Promotion, you accept these Terms and Conditions.
2. The Promoter is Cox Australia Media Solutions Pty Ltd, Level 12, 418A Elizabeth Street, Surry Hills, NSW 2010. ABN: 37 150 757 574.
3. The promotional period begins at 4pm (AEST) Friday 13th September 2019, and ends at 11am (AEST) Friday the 20th of September 2019 ("Promotional Period").
4. All references to "you" and "your" are references to the individual entrant in the Promotion.

Eligibility and Entry Criteria

5. To be eligible for entry, you must:
 - i. be over 18 years old;
 - ii. be an Australian resident who resides in Australia; and
 - iii. not be employees (or their immediate families) of the Promoter or third parties associated with this Promotion.

For the purposes of this clause "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 first cousin.

6. To enter the competition you must:
 - i. Comment on posts/videos related to the 100th episode of the CarsGuide Podcast 'Tools in the shed' via Facebook, Instagram, iTunes, YouTube OR by emailing to comments@carsguide.com.au.
 - ii. Your post/email must contain an answer this question: *"Tell us in 25 words or less why you should join us on our next comparison test."*(your **"Entry"**)
7. Any Entry that is incomplete, indecipherable or illegible may be deemed invalid and be disqualified at the Promoter's discretion.
8. To avoid doubt, you may enter the Promotion once only.

9. The Promoter reserves the right, at any time and within its full discretion, to verify your identity and the validity of your entry (including your age and place of residence) and to disqualify you if your entry is not in accordance with these Terms and Conditions or if you tamper with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Prizes and Selection Criteria

10. This Competition is a game of skill only and chance plays no part in determining the winner.
11. Competition entries will be collected on Facebook, Instagram and YouTube on CarsGuide posts/videos related to the 100th episode of the 'Tools in the Shed' podcast.
12. There will be one winner who will receive flights from **an Australian capital city only** to the value of \$1500 (including GST) return (accommodation will not be included). The winner will join the CarsGuide team for one day on one comparison test review before December 31st 2019.
13. The judging will take place on Monday the 23rd of September 2019 at 11am. The winners will be notified via social media or email and will be required to provide their address and phone number in order for us to contact them and arrange transport.
14. The winner of the Promotion will be judged to have the most creative and informative answers.
15. The judges' decision is final and no correspondence will be entered into after the Promotion.
16. The prize is not transferable or exchangeable and cannot be taken as cash. All prize elements will be sent via post to the street address specified by the winner.
17. If the prize is not claimed within 14 days after the winner is contacted, the winner forfeits the prize.
18. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

19. The Promoter may cancel or modify the Promotion at any time and in its absolute discretion, subject to any direction from a regulatory authority.

Limitation of Liability

20. 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 State 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.
21. 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, damage, cost or expense (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) any tax liability incurred by you; (f) use of the prize / attendance at the prize event; or (g) if the Promotion is rescheduled or cancelled for any reason.

General

22. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic

messages or telephoning you. You should direct any request to opt out, access, update or correct information to the Promoter. All Entries become the property of the Promoter.

23. You consent to the Promoter using your personal information, including your name, likeness, image, voice and/or social media posts content in the event you are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. If this Promotion is interfered with in any way or is not capable of being conducted due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify you; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
25. You are responsible for any cost associated with accessing the promotional website(s) the internet service provider you use to do so.
26. As a condition of accepting the prize, you must sign any legal documentation as required and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
27. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination or a different prize to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.
28. The laws of New South Wales apply to this promotion to the exclusion of any other law. You submit to the exclusive jurisdiction of the courts of New South Wales.
29. Please refer to the Promoter's website [terms and conditions](#) and [privacy policy](#) for further terms and conditions that apply to your ads and personal information.