Robert Connor Dawes Foundation & Connor's Run 2024 Suzuki Jimny Giveaway

Terms and Conditions

By registering and fundraising for Connor's Run "Robert Connor Dawes Foundation & Connor's Run Suzuki Jimny" (the Competition), you are agreeing to the following Terms and Conditions.

1. STANDARD TERMS AND DEFINITIONS

1.1 Information on how to enter forms part of the terms of entry.

1.2 In these Terms and Conditions:

AEST means Australian Eastern Standard Time.

Competition Period is as defined in clause 3.1 below.

CR Committee Members means members of the Committee established by the Robert Connor Dawes Foundation to assist in the organisation of the 2024 Connor's Run event.

Eligible Connor's Run Participant means a person who has validly entered to participate in the 2024 Connor's Run event and who has raised \$100 or more on their Individual Fundraising Page.

Eligible Person means a person entitled to enter the Competition in accordance with clause 2.1 and clause 2.2 below. **Individual Fundraising Page** means the official on-line individual fundraising page of a person who has entered to participate in the 2024 Connor's Run event, but does not include any team fundraising page in respect of which that person is a team member.

Prize means the prize described and defined in clause 4 below.

Promoter means the Trustee for The Robert Connor Dawes Foundation (ABN 49 126 106 682).

2. WHO CAN ENTER

2.1 Subject to clause 2.2, entry is open to all residents of Australia, including persons under the age of 18 years. However, in the event that an entrant under the age of 18 years wins the competition, the Prize will be given to his or her parent or guardian.

2.2 The following persons are ineligible to enter the Competition:

2.2.1 Board members and employees of the Robert Connor Dawes Foundation;

2.2.2 Employees of Brighton Suzuki;

2.2.3 CR Committee Members; and

2.2.4 Immediate members of the family of Liz and Scott Dawes.

3. HOW TO ENTER

3.1 The Competition commences on Thursday 02 May 2024 at 19:00 AEST and concludes on Monday 30 September 2024 at 23.59 AEST (the Competition Period).

3.2 An Eligible Person may enter the Competition in one way:

3.2.1 if that person receives a ticket by virtue of being an Eligible Connor's Run Participant, as determined by the Promoter. Each Eligible Connor's Run Participant will receive one (1) ticket. If an Eligible Connor's Run Participant raises \$1000 or more on their Individual Fundraising Page, they will receive an additional one (1) ticket. The Promoter shall determine who is an Eligible Connor's Run Participant based on information and data on the Promoter's web platform for the 2024 Connor's Run event. That decision shall be final and conclusive and binding on all Eligible Connor's Run Participants, and no person shall have any right of appeal in respect of it.

4. PRIZE

4.1 There will be one (1) winner who will receive the following prize package as detailed in clause 4.2 (the Prize). In the event that an entrant under the age of 18 years wins the Competition, the Prize will be awarded to his or her parent or guardian, as determined by the Promoter.

4.2 The prize package:

NUMBER	FULL DETAILS
1 MAJOR PRIZE PACKAGE	The prize winner will receive: • 1 x Suzuki Jimny XL Automatic valued at \$42,990 on road (see clause 4.3.7)

4.2.1 Total maximum prize pool value for the Prize is up to \$42,990.

4.2.2 The prize value is correct as at the date of printing. Neither the Promoter nor Brighton Suzuki nor any of their officers, employees or agents accept any responsibility for any change in Prize value between now and the ultimate date on which the Prize is taken.

4.3 In accepting the Prize, the winner must agree to the following conditions:

4.3.1 The winner will be required to provide their details to Brighton Suzuki within eight (8) weeks of being contacted by the Promoter.

4.3.2 Receipt of the Prize is subject to the winner being able to lawfully take possession of the Prize and comply with all registration and compulsory third-party insurance requirements of the state/territory in the state/territory the major prize winner elects to register the Prize.

4.3.3 If the winner of the Prize is under the age of 18 years, the Prize will be transferred to his or her parent or guardian, as determined by the Promoter.

4.3.4 If the winner of the Prize does not have a valid Australian Driver's Licence, the Prize can be transferred to a nominated family member upon the approval of the Promoter.

4.3.5 Vehicles depicted in all promotional material relating to the Competition are not necessarily the same colour as the Prize.

4.3.6 The Prize will be delivered to the winner's closest major city Suzuki Dealership or as otherwise reasonably nominated by Brighton Suzuki as soon as is practicably possible, however, no later than 6 months from the date of the drawing of the Prize. Neither the Promoter nor Brighton Suzuki is liable for any costs associated with the winner travelling to their nearest Suzuki Dealership to collect the Prize.

4.3.7 The Prize includes the following: 12 months' vehicle registration, 12 months compulsory third party insurance, stamp duty, and dealer delivery charges. All other charges including all optional extras and accessories, comprehensive insurance or any other insurance not stated, petrol, personal costs and all other ancillary or related costs not expressly stated do not form part of the Prize and are the sole responsibility of the winner.

4.4 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.

4.5 The winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

4.6 It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and the requirements of the Promoter and Brighton Suzuki.

4.7 In the event that an element of the Prize outlined in the above is cancelled or postponed for any reason, the Promoter reserves the right to substitute with a similar product of equal or greater value, subject to state regulations.

4.8 The Prize is not redeemable for cash and is not transferrable or exchangeable, unless stipulated in these terms and conditions.

4.9 Once the Prize is accepted, the winner must deal directly with Brighton Suzuki.

4.10 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.

5. HOW TO WIN

5.1 There will be one (1) winner drawn from the pool of persons who acquire tickets in accordance with clause 3 above. Ticket holders who do not comply with any of the terms and conditions may be deemed ineligible to win the Prize. The draw will take place at Brighton Suzuki 801 Nepean Highway Bentleigh East Victoria 3204 on 02 October 2024 at 11:00 AEST.

5.2 The winner will be notified by a phone call from the Promoter on the day of the draw, and a letter advising the winner of their prize will also be posted.

5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.

5.4 The Promoter may, in its absolute discretion, deem entries invalid subsequently 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.

5.5 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.

5.6 Subject to state government legislation, the winner must accept their Prize by 12:00 AEST on 07 October 2024. In the event of an unclaimed prize, an unclaimed prize draw will take place at 39 Royal Avenue Sandringham Victoria 3191 on 14 October 2024 at 15:00 AEST, and the winner will be notified by mail.

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, or 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 legislation.

6.2 The Promoter and Brighton Suzuki and their associated agencies and companies and their respective officers, employees and agents will take no responsibility if the Prize is damaged or lost in transit, or for late, lost or misdirected mail.

6.3 The Promoter and Brighton Suzuki and their associated agencies and companies and their respective officers, employees and agents will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur arising from the Competition or the conduct of the Competition or the result of the Competition, including:

a) during the draw;

b) in the acceptance, participation or use of any element(s) of the Prize;

c) as a consequence of late, lost or misdirected mail;

d) due to the broadcast of any program relating to the Competition or the publication of any information or material relating to the Competition or the winner of the Competition, including any statements made by any compere, staff member, journalist, other entrants or any other person.

6.4 If for any reason the Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized 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 the 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 legislation.

6.5 By entering the Competition, and by collecting the Prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the Prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the Prize-winner to enquire about local issues and conditions at destinations prior to travel.

7. PROMOTER AND SPONSOR'S DETAILS

7.1 The Promoter is the Trustee for Robert Connor Dawes Foundation (ABN 49 126 106 682) of 39 Royal Ave Sandringham Victoria 3191.

7.2 The Sponsor is Brighton Suzuki (ABN 93 637 069 028) of 801 Nepean Highway Bentleigh East Victoria 3204. 7.3 Entry details remain the property of the Promoter. The Promoter is collecting entrants personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying the winner. The Promoter will otherwise handle the entrant's personal information in accordance with its Privacy Policy, which is available on its website at <u>www.connorsrun.com</u> (and which contains information regarding how entrants can access their personal information, correct it and/or make a complaint about the handling of their personal information). By providing your personal information, you agree to the terms of the Privacy Policy.

7.4 The Competition is conducted as a Trade Promotion Lottery (TPL) under the Gambling Regulation Act 2003 and Gambling Regulations 2015 in Victoria.