

**“2019 HSV SUPERCARS TIPPING COMPETITION” PROMOTION**  
**ELIGIBILITY AND ENTRY REQUIREMENTS**

1. Promotion commences on 07/02/2019 and ends at 11:59pm AEDST on 20/11/2019 (“**Promotional Period**”).
2. Individuals must be Australian or New Zealand residents to be eligible to enter. All entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the entrant entering this promotion. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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 1<sup>st</sup> cousin.
3. To enter the promotion, eligible individuals must:
  - a) Visit [tipping.hsv.com.au](http://tipping.hsv.com.au), follow the prompts to register for the competition (as mentioned above) and submit their tips before the closing date and time (as outlined below) prior to each event of the 2019 Supercars Championship (“**Championship**”); and
  - b) Submit a winning margin prediction between the first and the second position (in seconds) for each race of each event of the Championship.

All tips and winning margin predictions must be submitted by 11:59pm AEST/AEDST (as applicable in Victoria, Australia) on the Wednesday before each particular Championship event's start date (as outlined in the table below). Once an individual submits their tips and winning margin predictions, if they wish, they will be able to amend their tips and winning margin predictions (by logging onto [tipping.hsv.com.au](http://tipping.hsv.com.au) and following the prompts) up until the cut off time stated herein for each particular Championship event.

While individuals can register at any time during the Promotional Period, they will only be able to enter the promotion, submit tips and earn points for the Championship events taking place after the time they register.

4. The Championship consists of fifteen (15) official events, as outlined in the table below. Event venues and dates may be subject to change (for reasons outside of the reasonable control of the Promoter):

<b>Event</b>	<b>Location and Event Dates</b>	<b>Entries close</b>
1	Superloop Adelaide 500 Adelaide Street Circuit, SA 28 February – 3 March 2019	27/02/2019
2	Beaurepaires Melbourne 400 Albert Park, VIC 14 – 17 March 2019	13/03/2019
3	Tyrepower Tasmania SuperSprint Symmons Plains Raceway 5 – 7 April 2019	03/04/2019

4	WD-40 Phillip Island SuperSprint Philip Island Circuit, VIC 12 – 14 April 2019	10/04/2019
5	PIRTEK Perth SuperNight Barbagallo Raceway, WA 2 – 4 May 2019	01/05/2019
6	Winton SuperSprint Winton Motor Raceway 24 – 26 May 2019	22/05/2019
7	BetEasy Darwin Triple Crown Hidden Valley Raceway, NT 14 – 16 June 2019	12/06/2019
8	Watpac Townsville 400 Reid Park, QLD 5 – 7 July 2019	03/07/2019
9	Ipswich SuperSprint Queensland Raceway, QLD 26 – 28 July 2019	24/07/2019
10	The Bend SuperSprint The Bend Motorsport Park, SA 23 – 25 August 2019	21/08/2019
11	ITM Auckland SuperSprint Pukeohe Park Raceway, NZ 13 – 15 September 2019	11/09/2019
12	Supercheap Auto Bathurst 1000 Mount Panorama, NSW 10 – 13 October 2019	09/10/2019
13	Vodafone Gold Coast 600 Surfers Paradise, QLD 25 – 27 October 2019	23/10/2019
14	Sandown 500 Sandown Raceway, VIC 8 – 10 November 2019	06/11/2019
15	Coates Hire Newcastle 500 Newcastle, NSW 22 – 24 November 2019	20/11/2019

### **POINT ALLOCATION**

5. To collect points, individuals must: (a) submit a tip on what drivers they think will finish in position one (1), position two (2) and position three (3) in each race for each event; and (b) include a winning margin prediction (between the first and the second position) for each race of the relevant event by the respective closing time/date.

Points will be allocated for each correct driver placement, as follows:

- 4 points: awarded if an entrant has correctly tipped the 1st place driver;
- 3 points: awarded if an entrant has correctly tipped the 2nd place driver;
- 2 points: awarded if an entrant has correctly tipped the 3rd place driver;
- 1 bonus point: awarded if 1st, 2nd and 3rd place drivers are all correctly tipped by an entrant;
- 1 point: awarded if a driver that places in one (1) of the top three (3) positions is tipped by an entrant in their top three (3) but not in the correct place. A point will be awarded for each such driver tipped by an entrant.

6. In the event that an event or a race in a given event is cancelled, abandoned, not completed or not conducted for any reason and/or a result is not officially declared within three (3) days of the date the event/race was originally scheduled to take place, that event/race will be considered void and no points or prizes will be awarded for that event/race.

### **SELECTION OF WINNERS**

7. The entrant with the most points at the end of each event will be selected as a winner for that event ("**Event Winner**"). In addition, the entrant with the most points at the end of the Promotional Period (i.e. from a combination of points collected through all the events), will win the major prize ("**Major Prize Winner**")

In the event of a tie for an event prize between two (2) or more entrants, the Event Winner will be selected according to who (of the tied entrants) has submitted the closest winning margin prediction to the actual winning margin for the relevant event. In the event of a further tie (i.e., if two or more tied entrants are equally closest to the actual winning margin), the winner will be determined based on the highest total point score of the previous event occurring before the relevant event and so on until one (1) winner is determined. In the event that there is a tie in the first event, the Event Winner will be determined based on the highest total score of the next event occurring after the first event and so on until one (1) winner is determined.

In the event of a tie for a major prize between two (2) or more entrants, the Major Prize Winner will be selected according to who (of the tied entrants) has the lowest accumulative winning margin (i.e. the most accurate winning margin predictions overall). In the event of a further tie, the Major Prize Winner will be selected based on the highest point score of the final event, and if a further tie occurs the Major Prize Winner will be selected based on the highest point score of the previous event and so on until one (1) winner is determined.

The correct margin will be based on the results given at the completion of the final race for the relevant event and does not include any time penalties that may be incurred by the driver or the team after that time.

### **PRIZES**

8. A prize will be awarded to each Event Winner, as follows:

<b>Event</b>	<b>Prize Description</b>	<b>Prize Value (in AUD)</b>
1	Two (2) general admission tickets to an upcoming Supercars Championship event in the winner's State/Territory (if the winner is in Australia) or in New Zealand (if the winner is from New Zealand). The	Up to \$344 depending on event location

	Promoter will determine the exact event and the corresponding ticket redemption date, depending on the winner's location. If the Event Winner is from the ACT where no V8 Supercar Championship events are held, the Promoter will liaise with the Event Winner to determine which Supercars Championship event in Australia they wish to attend, however, if agreement cannot be reached then the Promoter will determine the exact event, based on what event is nearest to the Event Winner's location.	
2	\$100 HSV Online Shop Gift Card	\$100
3	HSV Monopoly Game	\$69.95
4	Two (2) general admission tickets to an upcoming V8 Supercar Championship event in the winner's State/Territory (if the winner is in Australia) or in New Zealand (if the winner is from New Zealand). The Promoter will determine the exact event and the corresponding ticket redemption date, depending on the winner's location. If the Event Winner is from the ACT where no V8 Supercar Championship events are held, the Promoter will liaise with the Event Winner to determine which V8 Supercar Championship event in Australia they wish to attend, however, if agreement cannot be reached then the Promoter will determine the exact event, based on what event is nearest to the Event Winner's location.	Up to \$344 depending on event location
5	2019 WAU Team Cap	\$40
6	\$50 HSV Online Shop Gift Card	\$50
7	Two (2) general admission tickets to an upcoming V8 Supercar Championship event in the winner's State/Territory (if the winner is in Australia) or in New Zealand (if the winner is from New Zealand). The Promoter will determine the exact event and the corresponding ticket redemption date, depending on the winner's location. If the Event Winner is from the ACT where no V8 Supercar Championship events are held, the Promoter will liaise with the Event Winner to determine which V8 Supercar Championship event in Australia they wish to attend, however, if agreement cannot be reached then the Promoter will determine the exact event, based on what event is nearest to the Event Winner's location.	Up to \$344 depending on event location
8	1:18 Scale Holden ZB Commodore – 2018 Mobil 1 Boost Mobile Racing Model Car #2 Scott Pye	\$195
9	\$50 HSV Online Shop Gift Card	\$50
10	1:18 Scale Holden ZB Commodore – 2018 Mobil 1 Boost Mobile Racing Model Car #25 James Courtney	\$195
11	2019 WAU Team T-Shirt	\$60
12	\$100 HSV Online Shop Gift Card	\$100
13	HSV Monopoly Game	\$69.95
14	2019 WAU Team Cap	\$40

15	\$100 HSV Online Shop Gift Card	\$100
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9. A total of one (1) major prize will be given away, to the Major Prize Winner. The major prize is a 2020 WAU Red Baron Membership valued at up to \$2,000.
10. **Major prize conditions:** Prize must be claimed by the 1<sup>st</sup> of March 2020. Prize is subject to the standard terms and conditions of individual prize and service providers.
11. The Supercar Championship race ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organizers hereby expressly reserve the right to eject any winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. Each of these prizes includes two (2) tickets to the relevant event only and does not include any flights (if necessary), accommodation, transport or transfer fees or any other ancillary costs incurred by an Event Winner (and his/her companion) as a result of attending the relevant event and taking the prize.
12. The exact size, design, style and colour of each Event Winner prize (where applicable) will be determined by the Promoter in its absolute discretion.
13. Total prize pool value for the promotion is up to AU\$4,101.90.

#### **GENERAL TERMS AND CONDITIONS**

14. Information on the eligibility and entry requirements, selection of winners, point allocation and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
15. The Promoter reserves the right, at any time, to verify the validity of entries, tips, winning margin predictions and entrants (including an entrant's identity, age and place of residence and employment where applicable) and to disqualify any entrant who submits an entry/tip/winning margin prediction that is not in accordance with these Terms and Conditions or who tampers with the entry process, or who the Promoter has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
16. Incomplete or indecipherable entries, margin predictions and tips will be deemed invalid.
17. The following limits on entry are applicable:
  - There is a strict limit of one (1) registration per person;
  - Each registered account can be used by one (1) person only (i.e. the person whose details appear on the registration);
18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
19. All Event Winners will be selected at 2pm AEST/AEDST (as applicable in VIC) at the Promoter's office the next business day after each Championship event concludes. The major prize winners will be selected on 25/11/2019 at 2pm AEDST at the Promoter's

office. All winners will be notified by email and, where required, via telephone within two (2) business days of the winner selection. The names of all prize winners will also be published at [tipping.hsv.com.au](http://tipping.hsv.com.au).

20. The Promoter's decision is final and no correspondence will be entered into.
21. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
22. Subject to the unclaimed prize clause, if for any reason a winner does not take/redeem the prize or an element of the prize at or by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
23. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
25. If any winner fails to claim a prize by 5pm AEDST on 01/03/2020, the prize will be forfeited by them and another winner will be selected. Any unclaimed prize(s) will be awarded to the entrant(s) with the second highest number of points (for the prize in question). In the event of a tie between two (2) or more entrants for any prize, the tie will be resolved via the methods outlined above. This selection of winners will take place at the Promoter's office at 9am AEDST on 05/03/2020. Any unclaimed prize winners will be notified by email within two (2) business days of being selected and any unclaimed prize winners will have their name published at [www.hsv.com.au](http://www.hsv.com.au) from 05/03/2020.
26. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. If this promotion 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, 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 any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
28. Any cost associated with accessing the promotional websites is the entrant's responsibility and is dependent on the Internet service provider used.
29. Winners (and their companions) of the Supercar Championship race ticket prizes (each prize defined as "**Activity**") acknowledge that the Activity is a dangerous activity that may result in injury or death, and participate at their own risk. Each person must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear any safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion,

at all times reserve the right to: (a) prevent any person from participating in the Activity if, at any time, they reasonably believe that the person poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If any Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.

30. 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 States and Territories of Australia or in New Zealand ("**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.
31. 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 or damage (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) if any Championship event or race is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of or taking of a prize.
32. As a condition of accepting a prize, each winner (and any companion, where applicable) must sign any legal documentation as 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. In the event that any winner or companion is under the age of 18 years, the parent or legal guardian of such a person will be required to sign any required documents on the minor's behalf.
33. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.hsv.com.au](http://www.hsv.com.au). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
34. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

35. The Promoter is Premoso Pty. Ltd. (ABN 84 006 802 053), trading as Holden Special Vehicles, of 71 Whiteside Road, Clayton South VIC 3168, telephone (03) 9265 9500.

**NSW Permit No. LTPS/19/31656**

**ACT Permit No. TP19/02629**