

Porsche Classic Golden Ticket Competition – Game of chance

10 November 2021

TERMS AND CONDITIONS

Information and instructions on how to enter the **Porsche Classic Golden Ticket Competition (Promotion)** and information on prizes form part of these Terms and Conditions. By entering the Promotion, entrants accept these Terms and Conditions.

1. Promoter

- 1.1 The promoter is Porsche Cars Australia Pty Limited (ABN 67 004 327 048), 109 - 111 Victoria Parade, Collingwood, VIC 3066 (**Promoter**). The Promotion is being conducted for the benefit of the Promoter.
- 1.2 This Promotion is not a game of skill, and chance entirely determines the identity of the winners.

2. Eligible Entrants

- 2.1 Entry is only open to residents of Australia who are over the age of 18 years (**Eligible Entrant**). For the avoidance of doubt, any reference to an “entrant” in these Terms and Conditions means any person who entered the Promotion, whether they are an Eligible Entrant or not.
- 2.2 Directors, officers, management and employees (and their immediate families) of:
 - (a) the Promoter;
 - (b) the Promoter’s related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth)); and
 - (c) any agencies associated with this Promotion,are ineligible to enter.
- 2.3 Any person who is discovered to have used or attempted to use any more than one name in order to enter the Promotion, except in the case of a legal change of name, is ineligible to enter this Promotion.

3. Promotion Period

- 3.1 Entry to this Promotion commences on 10 November, 2021, at 8:00 hrs (AEST) and ends on 31 August, 2022, at 23:59 hrs (AEST) (**Promotion Period**).

4. Entry method

- 4.1 To enter, the Eligible Entrant must, after having received a complimentary copy of the Originale magazine edition 7 (**Magazine**) open the Magazine to see if a promotional golden ticket is inside the Magazine and, if so, this is a **Winning Ticket**.
- 4.2 If the Eligible Entrant received a Magazine which includes a Winning Ticket, the Eligible Entrant must, during the Promotion Period, send an e-mail to originale07@porsche.com.au before the end of the Promotion Period. The email must include the unique code that appears on the Winning Ticket and the Eligible Entrant’s name and mailing address (no PO boxes). If the Eligible Entrant does not claim the prize before the end of the Promotion Period, the prize will be forfeited in whole and no substitute will be offered. Any unclaimed Prizes will be distributed in accordance with clause 6.3 below.

4.3 After expiry of the Promotion Period, Winning Tickets will be void and cannot be used to claim a prize.

4.4 The Winning Ticket must be a genuine Winning Ticket and must clearly show the unique code.

4.5 If the Promoter receives multiple entries to the Promotion for the same Winning Ticket, only the first submitted entry will be valid and eligible to win the prize.

5. Number of Winning Tickets and prizes

5.1 Throughout the Promotion Period, there will be a total of 85 Winning Tickets included in 4,350 Magazines. Out of the 4,350 Magazines, up to 2,350 Magazines will be sent to owners of a Classic Porsche (as defined in clause 5.2 below) who have serviced their Classic Porsche at an Official Porsche Centre within 24 months before 5 November 2021 and the remainder of the Magazines will be available for collection from participating Official Porsche Centres within Australia upon request while stock lasts. The Magazines that include a Winning Ticket are randomly selected.

5.2 For the purposes of clause 5.1, “**Classic Porsche**” means any of the following Porsche models: 356, 911 F, 911 G, 914, 924, 928, 944, 959, 964, 968, 993, 986, 996, Carrera GT and the first generation Cayenne.

5.3 There will be a maximum of 85 winners in this Promotion which will be determined in accordance with clause 6 (**Winners**).

5.4 Each Winner will receive a copy of the “Collector’s edition” of the Originale magazine comprising a limited edition box set of editions 1 to 6 valued at \$113.78 (including GST) (**Prize**) by delivery to the address notified by the Winner when claiming the Prize.

5.5 Dollar values are quoted in Australia dollars. Prizes are not redeemable for cash and are personal to the Winner. Prizes cannot be transferred, exchanged or otherwise be dealt with.

5.6 The total prize pool value is up to \$9,671.30 (incl GST).

5.7 Without limiting any other term of these Terms and Conditions, all Prizes must be taken as and when specified, or will be forfeited with no replacement. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in Prize value.

5.8 Prizes will only be delivered to addresses in Australia.

6. Determination of Winners

6.1 All claims entered by Eligible Entrants in accordance with clause 4 will be verified by the Promoter (**Verification**) and the Promoter reserves the right, in its sole discretion, to disqualify any Eligible Entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process 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.

6.2 After Verification, the Eligible Entrant will be a Winner and will be notified by email within two business days of Verification.

6.3 If any Prizes remain unclaimed after expiry of the Promotion Period, any Eligible Entrant who has received a Magazine during the Promotion Period, either by mail or by collection from a participating Official Porsche Centre and irrespective of whether that Magazine included a Winning Ticket, may send an e-mail to originale07@porsche.com.au to claim one of the unclaimed Prizes. Any unclaimed Prizes will then be allocated by the Promoter to the Eligible

Entrants on a “*first come, first served*” basis (**Allocation**), until all of the unclaimed Prizes have been distributed. Each Eligible Entrant who has been allocated an unclaimed Prize (**Second Winner**), will be notified by email within two business days of Allocation.

6.4 Each Second Winner will receive the Prize by delivery to the address notified by the Second Winner when claiming the Prize.

6.5 Each Winner and Second Winner acknowledges and agrees that they will have their first initial, surname and postcode published on the website located at www.porsche.com.au/classic-originale within two business days of Verification or Allocation (as applicable) for a period of 28 days.

7. Proof of identity

7.1 The Promoter reserves the right to request each Winner and Second Winner to provide proof of identity, proof of residency in Australia, and proof of entry validity in order to claim the Prize. Proof of identification, residency and entry validity considered suitable for verification is at the discretion of the Promoter. In the event that a Winner or Second Winner cannot provide suitable proof, the Winner or Second Winner will forfeit the Prize in whole and no substitute will be offered.

7.2 The Promoter’s decision is final and no correspondence will be entered into. If a Prize, or element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority.

8. Limitation of Liability

8.1 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot 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 or accepting or using any Prize.

8.2 The Promoter has no control over communications networks or services, the internet or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

9. Tax implications

9.1 The Promoter is not responsible for any tax implications that may arise from winning of the Prize. The entrant should seek independent financial and tax advice.

9.2 If for GST purposes this Promotion results in any supply being made for non-monetary consideration, the Winner and Second Winner must follow the Australian Taxation Office’s stated view that where the parties are at arm’s length, goods and services exchanged are of equal GST inclusive market values.

10. Cancellation and disqualification

10.1 If the Promotion is not capable of being conducted due to circumstances beyond the Promoter’s control the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.

- 10.2 The Promoter reserves the right in its sole discretion to disqualify any individual 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 the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11. Collection and use of personal information

- 11.1 Each Eligible Entrant, who is a Winner or Second Winner, acknowledges and agrees that they must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. Each Eligible Entrant, who is a Winner or Second Winner, consents to the Promoter using your name and image in any promotional or advertising activity.
- 11.2 The Promoter collects personal information of each entrant in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, employees and service providers assisting with this Promotion. The Promoter will keep an entrant's personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may, if the entrant has opted in, and, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's privacy policy located at <https://www.porsche.com/australia/privacy-policy/>. Entrants should direct any request to access, update, and correct information or opt out to the Promoter's Privacy Officer.

12. Dispute Resolution

- 12.1 If any dispute arises between an entrant and the Promoter concerning these Terms and Conditions, the conduct or results of this Promotion, or any other matter relating to this Promotion, the Promoter will take reasonable steps to consider the entrant's point of view, take into account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time. The decision of the Promoter will be final and binding and no correspondence or discussion will be entered into, comment issued, or reason given in respect of any decision made by the Promoter.

13. Permit numbers

- 13.1 This Promotion is authorised to be conducted in South Australia under permit number T21/1678 and in the Australian Capital Territory under permit number TP 21/01888.
- 13.2 This Promotion does not require a permit in any other State or Territory.