

Terms and Conditions

Lexus of Adelaide 'Win a Day of Luxury at the Adelaide Cup' Competition

1. Instructions on how to enter and prizes form part of these conditions of entry. Participation in this promotion is deemed acceptance of the terms and conditions of entry. The promotion is open to all Australian residents aged 18 years and over.. Employees of the Promoter, and their immediate families and agencies associated with this promotion are ineligible to enter.
2. Participants may enter the promotion as follows. During the promotional period all valid entrants taking part in the Lexus of Adelaide 'Win a Day of Luxury at Adelaide Cup' Competition will be asked to email competitions@lexusofadelaide.com.au and tell us what their 'filly' name would be. Submit your completed entry as directed as judged by Lexus of Adelaide.
3. Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements. and (b) each entry must be substantially unique.
4. The Promoter will not be responsible for any late, lost, misdirected entries, or incomplete or incorrect entrant contact details. Incomplete, illegible, incorrect and incomprehensible entries will be deemed invalid and will not be included in the judging. All entries are deemed to be received at the time of receipt into the promotional database NOT time of transmission by the entrant.
5. The competition commences at 9am on Tuesday 23rd February, 2010, and closes 9am on Monday 1st March
6. If selected as the winner, the entrant must be available to be notified by phone by 5pm on Tuesday 2nd March. If the winner cannot be notified by 5pm on Tuesday 2nd March there will be a redraw and a new winner will be notified.
7. The prize can only be used on Adelaide Cup Day – Monday 8th March, 2010.
8. The winner (and accompanying friend) must be available to be either collected from their home (within 20kms of Adelaide CBD) or at the Hilton, Victoria Square, Adelaide on the morning of Monday 8th March. At 5pm on Monday 8th March the winner will have a choice of drop off locations by the chauffeur at either Glenelg or the Adelaide CBD. The winner must also be available and agree to promotional activities throughout the day.
9. An Entrant/ Finalist cannot qualify to win the major prize without being a fan of the Lexus of Adelaide facebook page.
10. The winner will receive breakfast for two at the Adelaide Hilton, makeup and hair styling for two, chauffeured Lexus IS250C as defined above in point 8 of terms and conditions and tickets for two to the Panasonic Lower Pavillion Marquee.
11. Total prize pool is valued at approximately \$800.00
12. All prizes/ packages must be taken as offered. The prize/ package, or any unused portion of the prize/package, is not transferable or exchangeable and cannot be redeemed as cash. The

prize/ package is not valid in conjunction with any other offer. The prize/ package is valued in Australian dollars, is provided by the service providers and is correct at time of publishing. The Promoter accepts no responsibility for any variation in the prize/ package value. Finalists/ winners are advised that tax implications may arise from their prize winnings/packages and they should seek independent financial advice prior to acceptance of their prize/ package.

13. In the event that a portion of the prize/ package is awarded to the winner in the form of a voucher / ticket / pass, redemption of that portion of the prize/ package will be subject to the terms and conditions stipulated on the voucher / ticket / pass. The Promoter will not be liable for any voucher / ticket / pass that has been lost, stolen, forged, damaged or tampered with in any way.

14. It is a condition of accepting the prize that the winner warrants to the Promoter that they understand that any arrangement entered into in relation to the redemption of this prize does not create a relationship between the winner and the Promoter of employer and employee, principal and agent, partnership or joint venture.

15. Entries not completed in accordance with the rules and conditions or received after the closing date will not be considered valid and will not be included in the judging. Indecipherable or incomplete entries will be deemed invalid. The judge's decision in relation to any aspect of the competition is final and binding on every person who enters. No correspondence will be entered into.

16. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 conditions of entry; (e) any tax liability incurred by a winner or entrant; (f) redemption of the prize; and/or (g) participation in the promotion.

17. All entries become the property of the promoter. All entries submitted become the property of the promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest in and to their entry to the promoter. Each entrant warrants to the Promoter that each entry submitted is a photo of the entrant and/or another participant who has agreed for their photo to be submitted in this promotion, which does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter is entitled to use any of the entries submitted for any purposes at its discretion, including for any future promotion, marketing and publicity purposes.

18. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right (subject to reference to all relevant state and territory regulations), to cancel, terminate, modify or suspend the promotion.

19. If, for any reason, this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised 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 this competition, the Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries.

20. It is a condition of accepting the prize that the winner agrees to be photographed at any time after winner notification by the Promoter or their agents for a story or feature on this promotion to be developed and

featured on associated promoters and sponsors websites.

21. By entering the promotion, the entrant consents to receipt of any email regarding the promotion from the Promoter and other emails that inform the entrant of the Promoter's other publications, products, services and events and to promote third party goods and services it may be interested in.

22. All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with this competition is governed by the Privacy Notice

23. The Promoter is Lexus of Adelaide, 50 Glen Osmond Road, Parkside SA 5063

