

## **SAMI Racing Car Simulator Promotion Terms and Conditions**

1. This competition (here in after the "Competition") is run by COLAS Australia Group Pty Ltd T/A SAMI Bitumen Technologies (ABN 11000388161), of 2, 3-5 Gibbon Road, Winston Hills, NSW 2153 ("SAMI").
2. By entering this Competition, you agree to these terms and conditions which will be binding between you and SAMI. Your participation in the Competition is in consideration for SAMI allowing you to enter it and giving you the opportunity to win.
3. No purchase is necessary in order to enter the Competition. There is no fee charged to enter into this Competition other than the cost of you attending AAPA 2019.
4. You must be aged 18 years or over and a resident of Australia to be eligible to enter. Employees of SAMI and their immediate families, any business partner associated with the running of this Competition or any of their group companies are not eligible to enter or participate. 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.
5. The Competition commences on Sunday 18 August, 2019 at 12:00pm AEST and concludes on Wednesday 21 August, 2019 at 1:00pm AEST ("Competition Period").  
  
Entrants may enter the Competition more than once across the entire Competition Period. Any entries submitted outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.
6. In order to enter the Competition, entrants must complete the following steps during the Competition Period:
  - (a) Locate the Motum Racing Car Simulator on the SAMI stand in the AAPA 2019 Exhibition.
  - (b) Register their contact information via Motum staff members, after confirming that they have read and agreed to the terms and conditions.
  - (c) Race in the Motum Racing Car Simulator on the Bathurst track.
7. There will be a total of one (1) major prize winner during the Competition Period. The winner with the fastest lap time will receive a RedBalloon Gift Card valued at AUD \$500.
8. Any images used to promote the Prize are for information only. There is no cash alternative instead of the Prize. The Prize is not transferable or exchangeable.
9. The winner will be contacted via email and their details, including their name, may also be posted elsewhere online, at SAMI's discretion. Every reasonable effort will be made to contact the Winner. If a winner does not respond to SAMI as instructed in their notification message within a week of the date from which they were notified, the Prize will revert to SAMI and may be awarded to the entrant with the next fastest lap time who satisfies the Competition requirements.

10. By participating in the Competition, each entrant consents to SAMI collecting and processing the personal information they submit to SAMI, for the purpose of administering the Competition and communicating with you about about SAMI Bitumen Technologies products and services, in accordance with SAMI's privacy policy located at <https://www.sami.com.au/privacy-policy/>. SAMI Bitumen Technologies may disclose personal information to other companies in the SAMI Bitumen Technologies group that may only use it as set out in the privacy policy. SAMI Bitumen Technologies may also provide your information to third parties engaged by SAMI Bitumen Technologies to perform functions on its behalf. Entry is conditional on providing the requested personal information. The Privacy Policy also contains information about how entrants may opt out, update or correct their personal information. All entries become the property of SAMI.

11. Except as otherwise required by applicable law, SAMI is not responsible for any loss or damage associated with an entrant entering into this Competition, the conduct of the Competition or the provision or otherwise of any aspect of any Prize or any act or omission of any other person or party, and all warranties, conditions and representations (of any kind) not expressly set out in these terms and conditions are hereby excluded.

12. Subject to any applicable laws, SAMI may terminate these terms and conditions, the Competition or any Prize if an entrant does not comply with any of these terms and conditions or are unlikely to do so, if SAMI decides in its absolute discretion to withdraw the Competition before any winners are notified, or thereafter if any circumstances beyond SAMI's reasonable control prevent or restrict SAMI or any other person or party from providing the Prize or any aspect of the Prize.

13. An entrant may not assign or transfer their rights or obligations, or subcontract their obligations, under these terms and conditions, such as giving a Prize to anyone else, without SAMI's prior written consent. SAMI may assign or transfer its rights or obligations, or subcontract its obligations, under these terms and conditions without an entrant's consent.

14. If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and the other provisions of the terms and conditions will remain in full force and effect.

15. These terms and conditions and all matters arising from or in connection with them are governed by the laws of New South Wales, Australia and the New South Wales courts will have exclusive jurisdiction in the event of any such dispute.

16. If this Competition 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 SAMI, including but not limited to technical difficulties, unauthorised intervention or fraud, SAMI reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.

17. Incomplete entries that do not comply in full with these Terms and Conditions will be disqualified.

18. SAMI reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who SAMI 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 Competition. Errors and omissions may be accepted at SAMI's discretion. Failure by SAMI to enforce any of its rights at any stage does not constitute a waiver of those rights. SAMI's legal rights to recover damages or other compensation from such an offender are reserved.

19. If there is a dispute as to the identity of an entrant, SAMI reserves the right, in its sole discretion, to determine the identity of the entrant.

20. SAMI reserves the right to substitute the Prize (or any part thereof) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its reasonable control. If a winner does not claim a Prize by the time specified by SAMI, the Prize will be forfeited.

21. 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 ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, SAMI (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 Competition.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, SAMI (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 SAMI'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 SAMI) due to any reason beyond the reasonable control of SAMI; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) taking/use of and/or participation in a Prize.

23. As a condition of entering this Competition, each entrant licenses, grants and consents to SAMI using their name, likeness, image and/or voice (including photographs, film and/or recording of the same) in any media for an unlimited period without compensation, restrictions on use, attribution or liability, for any purpose,



including but not limited to future promotional, marketing or publicity purposes, and promoting any products manufactured, distributed and/or supplied by SAMI.