

**2023 City2Surf x GWM Giveaway
Terms and Conditions of Entry (Game of Skill)**

Name of Competition	2023 City2Surf x GWM Giveaway
Summary of Competition	This competition involves giving a 2023 City2Surf entry and GWM branded water bottle to the first twenty (20) people that find the undisclosed Sydney location and say the code word posted on the City2Surf Instagram to the Promoter's representative.
Promoter conducting the Competition	USM Events Pty Ltd (ABN 67 052 342 239) with offices at Level 6, 222 Kings Way, South Melbourne, Victoria, 3205
Eligibility Criteria	<p>Entrants must:</p> <ul style="list-style-type: none"> • Be an individual aged 16 and over at the time of entry; • be a resident of Australia; and • not be an employee of the Promoter, an immediate family member of an employee of the Promoter, an employee of a related entity of the Promoter, a shareholder of the Promoter or a professional athlete. <p>Entrants into this Competition must comply fully with the requirements of these Terms and Conditions. Entrants under the age of 18 years must obtain consent from their parent or guardian to enter. If a Winner is under the age of 18 years, then the Promoter reserves the right in its absolute discretion to award the prize to the Winner's parent or guardian. Unless these Terms and Conditions are, in the sole discretion of the Promoter, satisfied fully by an entrant, that entrant will not be eligible to participate in the draw for this Competition.</p>
Competition Period	The Competition commences at 12:00pm AEST on 27 July 2023 and ends at 4:00pm AEST on 27 July 2023
Method of Entry	<p>During the Competition Period, the Entrant must do the following to enter the Competition:</p> <ul style="list-style-type: none"> • Find the GWM vehicle in the iconic Sydney location; • Say the code word(s) as posted on the City2Surf Instagram page to the Promoter representative.
Judging Criteria	The first twenty (20) valid entries will be selected. This is a game of skill and chance plays no part in determining the prize winner.
Prize Details	<p>There will be twenty (20) Winners (the 'Winners'). Each Winner will receive the following:</p> <ul style="list-style-type: none"> • 1 x 2023 City2Surf general entry (valued at \$114); and • 1 x GWM branded drink bottle (valued at \$30) <p>Maximum total value of the prize pool is AUD\$2880 (inclusive of GST).</p>
Notification of Winners, Prize Delivery	<p>Each Winner will be notified immediately following receipt of their valid entry. Prizes will be delivered/transferred to all Winners immediately.</p> <p>All entries for the 2023 City2Surf are subject to the terms and conditions set out on the applicable event website (https://city2surf.com.au/) including, but not limited to, the relevant Entry Policies and Athlete Waiver. An individual is not entered into the event until the registration is complete.</p>

- By participating in the Competition, entrant represents and warrants that they have read and understood, and fully and unconditionally agrees to and accepts, these Terms and Conditions and that the decisions of the Promoter are final and binding in all matters related to the Competition, and no correspondence will be entered into. Winning any prize is contingent upon fulfilling all requirements set forth herein.
- The Prizes are strictly non-refundable and non-transferrable in any circumstances. Prizes are not redeemable for cash. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using the Prize, except for any liability which cannot be excluded by law. Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with the Prize supplied by the prize supplier, or the conduct of the prize supplier. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.

- The Promoter respects entrant's personal information (PI). All PI collected by the Promoter will be dealt with under the Promoter's Privacy Policy. PI is collected to enable the Promoter to administer and promote this Competition and the winners. The Promoter may also use PI collected for future promotional, marketing and publicity purposes. Any person is entitled to contact the Promoter and request access to any PI the Promoter holds about them, at any time. If an entrant does not truthfully provide all the requested PI on the Competition entry form or subsequently in accordance with these Terms and Conditions they may not be eligible to enter this Competition or win any prize.
- The Winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, directors, employees, shareholders and agents, and those of its related companies, parents, subsidiaries, affiliates) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
 - any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - any theft, unauthorised access or third party interference;
 - any entry 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;
 - any variation in market value to that stated in these terms and conditions;
 - any tax implications; or
 - the Prize or use of the Prize.
- Entries must be the entrant's original work. The Promoter reserves the right to require the entrant to verify that the entry is the entrant's original work. If the Promoter is unable to verify that the entry is original work to its satisfaction, the entry will be deemed invalid. Entrant's warrant that their entry is not in breach of any third party intellectual property rights. Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause. An entrant's entry must not include any image, video or voice of any other person without that person's express consent, any content that contravenes any law, and any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
- Except where prohibited by law, by entering this Competition, entrants grant the Promoter and the Promoter's designees a non-exclusive licence to use the content, or any part, of their entry, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) and grants the Promoter permission to use the entrant's name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for the purpose of advertising the Competition, any subsequent contest, or other promotion by the Promoter, any event owned or licensed by the Promoter or for any promotional, marketing, or publicity purposes, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.
- In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Promoter may, in its sole discretion, either: (1) suspend or modify the Competition to address the impairment and resume the Competition in a manner that best conforms to the spirit of these Terms and Conditions; and/or (2) award the prize from among all eligible entries that have registered up to the time of the impairment. The Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Terms and Conditions, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, if such an attempt is made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any provision or aspect of these Terms and Conditions shall not constitute a waiver thereof.
- All issues and questions concerning the construction, validity, interpretation, or enforceability of these Terms and Conditions, or the rights and obligations of the entrant and the Promoter in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Victoria, Australia nominated by the Promoter, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the appropriate court located in the capital city of such State.