

Brisbane Truck Show Shell V-Power V8 Supercar Hot Lap
Terms and Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below ('**Eligible Entrants**').
4. As of the date of entry entrants must be over the age of 18, and either own and operate a truck or be employed to manage the operations of a commercial road transport fleet which utilises trucks. The entrant must also be under 6' tall and less than 100kgs, have no pre-existing injuries (eg. broken or strained limbs, strapped wrists or legs, etc) and agree to sign an indemnity waiver to participate in the Shell V Power Racing Team Hot Lap should the entrant win.
5. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 1st cousin.
6. The Promoter is Viva Energy Australia Pty Ltd (ABN 46 004 610 459) (the '**Promoter**'). The Promoter's address is Level 16 720 Bourke Street, Docklands, VIC 3008.

How to enter

7. To enter Eligible Entrants must, during the Promotional Period (defined below) send an SMS to +61437116159 with their name, number of trucks in their fleet and the make and model of one of their trucks.
8. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
9. Entrants are responsible for any costs to enter this competition. SMS entry will not exceed standard costs including GST per SMS. Entrants must SMS from their own phone or via the support of a host who will be onsite at Truck Show with an iPad
10. Some service providers and call plans may not provide access to Premium SMS. Entrants must ensure that all care is taken when sending messages to enter this SMS promotion, to ensure the structure of the SMS message exactly follows the instructions provided. It is the entrant's responsibility to SMS the correct number. It is the entrant's responsibility to SMS the correct number. Entrants may not submit an SMS entry using a computer or automated program. The Promoter will not be liable for costs incurred, responses received or any other consequences of user error. The Promoter will not be liable for costs incurred, responses received or any other consequences of user error. Any SMS entries submitted after the Promotional Period has ended will not be included in the

draw and will still incur a charge, as will entrants who have not followed the instructions. Entries submitted by SMS will be deemed to be received at the time of receipt by the Promoter and not the time that they were sent by the entrant.

11. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

12. Only one entry per person will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated.

Open, Close, Draw and Publish dates

13. The competition commences on **06/05/2017** at **12:01 AM** and closes **31/05/2017** at **11:59 PM** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
14. The winner will be the first valid entry drawn at Promoter's Premises at Level 16 720 Bourke Street, Docklands, VIC 3008 on **09/06/2017** at **11:00 AM**. The Promoter will ensure that all entries have an equal chance of winning a prize.
15. The winner will be notified by phone within two business days of the draw. Their name will also be published on **09/06/2017** at www.shell.com.au/truckshowcompetition for 28 days.
16. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
17. The Promoter may conduct such further draws on 30/07/2017 (at 11:00 at Promoter's Premises at Level 16 720 Bourke Street, Docklands, VIC 3008) as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **30/07/2017** at www.shell.com.au/truckshowcompetition for 28 days.

Prize on offer

18. The total prize pool is valued at up to \$2600 (Including GST), as at 9/05/2017.
19. The total number of competition winners in this competition is one. The prize on offer is:

Number of winners	Prize description	Value of each
One (1)	The opportunity for 2 adults to experience the Shell VPower Race Team Hot Lap Experience (no travel	2600

	<p>included).</p> <p>Note: Participants must be available for one of the following dates (to be nominated on notification of win): Tues 01/08/17, Queensland Raceway, QLD; Mon 21/08/17, Sydney Motorsport Park, NSW; 18/09/17, Sandown Raceway, VIC. Both Shell VPower V8 Hot Lap Experience participants must participate on the same one day.</p> <p>It is a condition of participating in the Shell VPower V8 Hot Lap Experience, that the Shell VPower V8 Hot Lap Experience participants (winner and guest) be under 6' tall and less than 100kgs, sign an indemnity waiver and have no pre-existing injuries (eg. broken or strained limbs, strapped wrists or legs, etc). If a participant who registers for and attends the Shell VPower VPower V8 Hot Lap Experience as part of this prize does not meet these criteria they will be denied participation in the event and all rights to the prize will be forfeited.</p> <p>Any ancillary costs associated with redeeming the prize (including travel expenses to attend the venue chosen) are not included.</p>	
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Further Terms and Conditions

20. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, employer, proof of truck ownership and place of residence) and 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, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion.

21. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
22. Any entrant found to be entering incorrect contact details will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
23. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
24. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
25. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
26. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
27. 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.

Privacy Collection statement

28. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
29. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <http://www.vivaenergy.com.au/contact-us/privacy-policy> . You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Viva Energy Australia Pty Ltd (ABN 46 004 610 459) of Level 16 720 Bourke Street, Docklands, VIC 3008.

Copyright, Statutory guarantees, Waiver and liability

30. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
31. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
32. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
33. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
35. Nothing in these Terms and Conditions limit, exclude or modify 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 ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
36. 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) any tax liability incurred by a winner or Entrant; or (f) use of a prize. The Promoter (including its officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

Competition permits

37. Authorised under: NSW Permit No. LTPS/17/13895.