

## Favourite Holden/Chevrolet Memories – Sandown 60<sup>th</sup> Anniversary Competition

1. The competition commences at 9am (AEDT) on 09/09/2024 and concludes at 11.59pm (AEDT) on 15/9/2024 (Competition Period). Winners will be decided 17/09/24 at GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD, Port Melbourne, VIC via judging.

2. Entry is open to all Australian residents in all States. Employees (and their immediate families) of GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin.

3. Information on how to enter the competition form part of these Terms and Conditions. Participation in this competition (“Competition”) is deemed acceptance of these Terms and Conditions.

4. To enter the Competition, participants are required to:

a) Make sure you are ‘following’ [@chevroletracinganz](#), on Instagram or [Chevrolet Racing](#) on Facebook.

b) In the comments on the Instagram competition post or the Facebook competition post, which will appear on Chevrolet Racing, GM Specialty Vehicles ([Facebook](#) / [Instagram](#)) or Holden ([Facebook](#) / [Instagram](#)) channels and comment your favourite Holden or Chevrolet racing moment at Sandown in 25 words or less.

5. Entrants must be over the age of 13 to enter. Entrants in the Competition may enter multiple times during the Competition Period subject to each entry containing a different answer to the competition question.

6. By entering the Competition, the entrant agrees to the publication of their name or Instagram tag on the GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD social media channels, should they be declared the winner. Winner publication will take place on 17/09/24. Each entrant also agrees that GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD may publish or cause to be published the winner’s name and locality in any media as required under the relevant legislation.

7. GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD is entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including using the entries for research, promotional, marketing and

publicity purposes without any further reference or payment or other compensation to the entrant.

8. The Competition is a game of skill.

9. There is 1 (one) winner, which may be subject to change. The winner will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual originality, creative merit and literary merit of the answer provided in a comment on the competition post. GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD's decision is final and no correspondence will be entered into.

10. GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD reserves the right to select additional reserve entries and record them in order, in case an invalid entry is the original winner.

11. The prize winner will be notified by GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD via a direct message from GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD's official @Holden, on Instagram or Holden Australia on Facebook on 17/09/24. All reasonable attempts will be made to contact the winner. It is the Entrants' responsibility to provide correct details to confirm acceptance of the prize. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified, or is unavailable, they forfeit the prize and GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD is not obliged to substitute the prize.

12. In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

13. The prize is a 1:18 scale Sandown 60<sup>th</sup> Anniversary ZB Holden Commodore model car, valued at \$299.00. Prize cannot be transferred or redeemed for cash. If a prize (or portion of a prize) is unavailable GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.

14. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests from GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD relating to the prize, including but not limited to, being interviewed, photographed, filmed and/or chaperoned throughout the duration of claiming the prize, without further reference or compensation to them.

15. GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD reserves the right, at any time, to verify the validity of entries and entrant and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

16. GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD reserves the right to cancel, terminate, modify or suspend the Competition subject to any written directions from a relevant regulatory authority.

17. Nothing in these Terms and Conditions limits excludes or modifies or purports to limit, exclude or modify any provision of relevant legislation including the Competition and Consumer Act 2010 (Cth). Except for any liability that cannot by law be excluded, GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD (including its Related Bodies Corporate, their 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 including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction; (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a entrant; or (f) acceptance or use of a prize. For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death.

18. GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD collects personal information about entrants to include entrants in the Competition and where appropriate award prizes. If the personal information requested is not provided, the entrant may not participate in the Competition. GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.holden.com.au/privacypolicy>. The privacy policy contains information about how the entrant may access, update and seek correction of the personal information that is held about them and how the entrant may complain about any potential breach of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. By entering the Competition, each entrant agrees that GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD may use entrants' personal information in this manner.

19. All material submitted on entry (e.g. comment(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening,

objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all materials they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrants warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

20. By entering this Competition, you release Instagram and Facebook from any and all liability in relation to the prize, acceptance of the prize or entry into the Competition. The Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook.

21. All decisions of GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD are final and no discussions or correspondence will be entered into.

22. Failure by GENERAL MOTORS AUSTRALIA AND NEW ZEALAND PTY LTD to enforce any of its rights at any stage does not constitute a waiver of those rights.