

Porsche Cars Australia Pty Limited

*2020 Porsche PAYCE & MICHELIN Virtual Cup Australia Social Media Geisterfahrer Competition*

#### Terms and Conditions

1. Promoter is Porsche Cars Australia Pty Ltd (ABN: 67 004 327 048) of 109 -111 Victoria Parade, Collingwood, VIC 3066, Melbourne, Australia. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions and the Promoter's Privacy Policy, which can be viewed at [www.carreracup.com.au/Virtual](http://www.carreracup.com.au/Virtual) Cup
2. Entry is open to residents of Australia. Employees and their immediate families of the Promoter and its associated agencies and companies are ineligible to enter.
3. The competition commences on Porsche Motorsport Australia channels (being facebook and Instagram, together the Channels) on Wednesday 6 May 2020 and concludes after round 6 at 11am on 14 July 2020.
4. To enter, followers of the Channels must:
  - a. correctly enter the name of the Geisterfahrer (Ghost driver) competing in Porsche PAYCE and MICHELIN Virtual Cup Championship in the comments section of the Channels; and
  - b. explain in a creative and accurate manner in the comments section of the Channels in twenty-five (25) words or less why they think he/she is the Geisterfahrer (Ghost driver); and
  - c. post the correct answer and their explanation by 11:00 am on 14 July 2020.
5. Porsche Cars Australia will decide the winner based on the reasons given by the entrant first in time in the comments section. The winning entrant will be contacted via the Channels and win a 1:43 Porsche 911 RSR scale model.
6. Incomprehensible and incomplete entries will be deemed invalid. Further, the prize is not transferable without the Promoter's express written permission.
7. Only one entry per person and/or follower is permitted.
8. The Promoter reserves the right to request that the winner provide proof of identity and proof of residency in order to claim the prize. Proof of identification, residency 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.
9. The Promoter reserves the right to verify the validity of entries and to disqualify and remove from the Channels any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, and disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the

promotion and/or the Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that a winner and/or a winner's entry is of a type described in this clause.

10. The Promoter accepts no responsibility for any late, lost or misdirected entries.
11. There will be one winner judged from the entrant pool that will qualify to redeem the prize.
12. If the prize or any part of it is unavailable for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any law or regulation.
13. All elements of the prize must be taken in full. In the event that for any reason whatsoever the winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner, and cash will not be awarded in lieu of that element of the prize.
14. The estimated retail value of the Prize is \$136.55 is based upon the recommended Australian retail price at the time of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
15. Each valid entry received will be entered into the competition. An entry selected by a panel of the Promoter's representatives to have correctly named the Geisterfahrer (Ghost driver's) identity and provided the most creative and accurate explanation for choosing the person will become the winner. The winning entry will be selected on 15 July 2020 at Porsche Cars Australia Pty Ltd (ABN: 67 004 327 048) of 109 - 111 Victoria Parade, Collingwood, VIC 3066, Melbourne, Australia.
16. Selection of the winner by the Promoter is final. No discussion or correspondence will be entered into. The competition is a game of skill and chance plays no part in determining the winner.
17. The winner will be notified via the Channels within two business days of being selected.
18. The winner must claim their prize by 24 July 2020 by sending an email to [angus.thompson@porsche.com.au](mailto:angus.thompson@porsche.com.au) with their postal address. If a winner does not claim the prize by this date, then that winner forfeits all entitlements to the prize. Subject to any direction given under relevant legislation, an alternative winner will be chosen at the Promoter's office on 27 July 2020 as is necessary to re-award an unclaimed prize. The replacement winner will be notified by the Channels in writing within two business days of selection. The replacement winner must claim their prize in writing by 30 July at 14:00PM (AEDT). If the replacement winner does not claim the prize by this date, then that winner forfeits all entitlements to the prize.
19. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural

disasters, acts of God, civil unrest, strike, war or act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under any law or regulation.

20. The Promoter (including its officers, employees, contractors and/or representatives) shall not be liable (including for any negligence) for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect, special or consequential loss or damage) or for any personal injury suffered or sustained in any way in connection with accepting any prize, except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries. Nothing in these Terms and Conditions alters an individual's statutory guarantees as set out in the Australian Consumer Law or similar State and Territory laws.
21. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
22. The Promoter and its associated agencies and companies assume 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, and reserves the right to take any action that may be available.
23. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under any law or regulation.
24. All entries become the property of the Promoter and its associated companies.
25. Entrants' personal information will be dealt with in accordance with the law and the Promoter's Privacy Policy available at [www.porsche.com.au](http://www.porsche.com.au)