

Street Machine of the Year 2024 - Game of Skill Terms & Conditions

1. Information on participating in the promotion and the prize form part of these terms and conditions.

Participation in this promotion is deemed acceptance of these terms and conditions.

2. The promotion is open to residents of Australia, who are deemed an entrant ("**Entrant**") by the Promoter. An individual will be deemed as an Entrant if their car ("**Car**") is featured in an issue of Street Machine magazine from September 2023 to November 2024 and is built mainly in Australia (as determined by the Promoter) and have been chosen as one of the 16 finalists by a panel of Street Machine staff.

3. Employees of the Promoter and their immediate families and agencies associated with this promotion are not eligible to 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 1st cousin.

4. The Promoter's decision in relation to all issues related to this promotion is final and binding on all who participate in relation to the promotion and no correspondence will be entered into.

5. The sixteen (16) Finalist will be notified when their Car appears online at www.smoty.com.au from 0:01am (AEST) on 09/11/2024. Members of the public will be able to vote for their favourite Car from the list of Finalists' Cars online at www.smoty.com.au. For the avoidance of doubt, each person can only vote for one Car.

6. At the end of Voting Period, the Promoter will review the number of valid votes each Finalist's Car received. Subject to clause 11 below, the Finalist whose Car received the highest number of valid votes (compared to all other Finalists) will be deemed the winner. This is a game of skill and chance plays no part in determining the winner.

7. In the event of a tie between two (2) or more Finalists, the editorial team of Street Machine magazine will determine the winner in its discretion based on who they deem to have the best Car.

8. The winner will be contacted by email and telephone on 11/12/2024 and their name will be published online at www.smoty.com.au from 12/12/2024.

9. Entrants or Finalists are not permitted to run their own campaigns or competitions to incentivise people to vote for them. While a person is allowed to promote their Car and ask people to vote for them, they cannot use any paid advertisement to do so or incentivise any person to do so (for example by offering a prize or a gift or any kind).

10. The Promoter reserve the right to verify the validity of votes received during each Voting Period and to disqualify any Finalist/Entrant who tampers with the voting process or who submits a vote that is not in accordance with these Conditions of Entry, including but not limited to running their own campaign to increase the individual's (Finalist/Entrant) votes only.

11. The Promoter reserves the right, at any time: (a) to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or

accounts, including but not limited to social networking accounts; and/or (b) to disqualify any Finalist/Entrant (or invalidate his/her entry) that the Promoter reasonably suspects has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions.

12. The Promoter reserves the right, at any time, to verify the validity of Entrants/Finalists (including their identity, age 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 voting process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.

13. If there is a dispute as to the identity of an Entrant/Finalist, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant/Finalist.

14. The Promoter reserves the right to keep all vote results confidential. Not all vote results will be made available to the public and/or Entrants and/or Finalists, other than the results required to be revealed for the purposes of determining the winner.

15. The Promoter reserves the right at its sole discretion to invalidate, discount or disqualify any votes (or individuals casting votes):

- a. That tamper with, or attempt to tamper with, the voting service and/or process; or
- b. Which corrupt or impact, or attempt to corrupt or impact, the administration security, fairness or integrity or proper conduct of the voting service (including the Street Machine website voting mechanism) and/or the process; or
- c. That the Promoter believes to be submitted via an automated process, including but not limited to computer modems, programs, scripts or any other means other than the vote service specified in these Terms and Conditions, will be deemed invalid and discounted; or
- d. That the Promoter considers being manipulative, unrepresentative, disproportionate, obscene or offensive.

16. All Entrants/Finalists must disclose any issues that may generate negative publicity and impact on the success of this promotion and/or Street Machine magazine. The Promoter can disqualify a Finalist for failure to disclose any issues that may generate negative publicity and impact on the success of the Street Machine Street Machine of the Year 2024 Promotion and/or Street Machine magazine.

17. The Promoter reserves the right to disqualify an Entrant and/or Finalist if, in their complete discretion the Promoter deems that Entrant's and/or Finalist's continued involvement in the Street Machine Street Machine of the Year Promotion will (in any way) negatively impact on the success of the promotion and negatively influence the general purpose of the promotion. For the removal of doubt the Promoter has the right to remove and/or disqualify an Entrant and/or Finalist at any stage of the promotion. No correspondence will be entered into.

18. It is a condition of entry that all Entrants/Finalists and the winner warrant to the Promoter that they understand that any arrangement entered into in relation to the acceptance of their Finalist or winning status does not create a relationship between the Finalist/winner and the Promoter of employer and employee, principal and agent, partnership or joint venture.

19. Each Entrant/Finalist agrees to inform the Promoter, before acceptance of any Finalist/winner status related to this promotion, of any unspent criminal convictions of any kind subsisting at the date of entry and will notify the Promoter immediately if there are any criminal charges brought against them after the date they are nominated up to and including the date of the start of the announcement of the winner.

20. Except with the Promoter's prior written consent, no Entrant, Finalist or winner may supply commentary related to the Promotion, Street Machine magazine of any nature to any company or person engaged in the television, pay television or radio broadcasting, printed or electronic publishing, online media, telecommunications or advertising industries (or any company, person or entity which supplies services or programs to any such companies, persons or entities) from the date entry.

21. It is a condition of accepting the status of either an Entrant or Finalist or winner in this promotion that each Entrant/Finalists and winner agrees to be interviewed and photographed at reasonable times notified to them by the Promoter, by the Promoter or their agents for a story or feature on this promotion to be developed and featured in Street Machine magazine, website or social media sites (or any other form of media it deems suitable). This story will feature in Street Machine magazine and/or the Street Machine website/ social media sites at a time to be determined by the Promoter. Alternatively (to attending a photo shoot), an Entrant and/or Finalist may be requested to provide the Promoter with a suitable photograph to be included in any such feature appearing in Street Machine magazine and/or Street Machine website and/or any social media site as used in connection with this promotion. It is a condition of accepting a Finalist status or a winner status that the Entrant/Finalist provides Street Machine with any information required (including but not limited to interviews, photographs, attendance to photo shoots/events, provision of blogs etc) as required by the Promoter for all marketing, advertising of the promotion and/or Street Machine Street Machine of the Year Award 2024 event. Copyright in all material provided to and/or taken by the Promoter remains with the Promoter at all times. Inclusion of any feature in Street Machine magazine (including but not limited to creative control and decision to include or not) remains at the complete discretion of the Promoter.

PRIZE:

22. The winner will receive \$20,000 – awarded in either the form of a cheque made in favour of the owner of the Car or via EFT to the winner's bank account. The winner will also receive a trophy declaring their Car the 2024 Street Machine of The Year however the trophy must be returned to the Promoter by the date specified by the Promoter in order to award the trophy to the 2024 winner.

23. The total prize pool is valued at \$20,000 (including GST). Prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize. Prize is not transferrable or exchangeable.

24. In the event that for any reason whatsoever the winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited by the winner.

25. It is a condition of accepting a prize that the winner and/or any Entrants/Finalists agree to sign any documentation (including but not limited to a legal release), which will be provided in a form to be determined by the Promoter.

GENERAL:

26. The Promoter accepts no responsibility for any incorrect or inaccurate information, either caused by website users or by any of the equipment or programming associated with our utilised in this competition, or by any technical error that may occur in the course of the administration of the competition. The Promoter assumes 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.

27. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster), the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.

28. 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, the Promoter (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 promotion.

29. 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/Finalist; or (f) use of the prize.

30. If this promotion 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 the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) suspend, terminate or cancel the promotion, as appropriate.

PRIVACY:

31. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter. The Promoter may disclose PI to entities overseas, see Privacy Policy for details.

32. The Promoter in Australia is STREET MACHINE PTY LTD (ABN 33 672 316 951), PO Box 1329, Kingscliff NSW 2487, Australia