

## STREET MACHINE

### “SURVEY”

## 2025 STREET MACHINE SURVEY COMPETITION

### TERMS & CONDITIONS

By entering the **2025 STREET MACHINE SURVEY** competition you are agreeing to the following Terms & Conditions:

#### Promotion and Eligibility:

1. The “**2025 STREET MACHINE SURVEY COMPETITION**” promotion (**Promotion**) is conducted by STREET MACHINE MEDIA PTY LTD (ABN 33 672 316 951) of PO Box 1329, Kingscliff NSW 2487 (**Promoter**).
2. Information on how to enter and the prize(s) form part of these Terms & Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
3. **IMPORTANT: THE PROMOTION IS OPEN TO PERSONS AGED 18 YEARS AND ABOVE WHO ARE RESIDENTS OF AUSTRALIA ONLY.**
4. Employees (and their immediate families) and officers of the Promoter, and agencies associated with the Promotion are ineligible to enter. 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, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister, or first cousin.

#### **How to Enter:**

5. To enter the Promotion, an entrant must complete all questions in the **2025 STREET MACHINE SURVEY** and provide all the details as required including the entrant’s first name, last name, email, and phone number.
6. The Promotion is open from 10:00AM (AEDT) Wednesday 21st May 2025 and closes on Monday 30th June 2025 at 11:59pm (**Promotional Period**). Entries received after this time will not be included in the Promotion.
7. The Promotion is only open to persons aged 18 and over, and who are residents in Australia at the time of entry.

8. Each individual may enter the Promotion once only. All costs associated with entry into the Promotion are the responsibility of the entrant.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's 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 these Terms & Conditions.
10. Once the Promotion has closed, ten entries for prize 1 will be selected at random from all entries during the Promotional Period. Winners will be drawn at Street Machine, Kingscliff NSW 2487 on 1st July 2025 at 11:00 AET. The Promoter or their nominee will conduct the draw, while the Promoter is present.
11. The Promoter may publish and publicise the Winner's name, image, social media handle and/or profile picture, and the Promoter may refer to the Entrant's (and any applicable third party's - for example a guest who participates in redemption of a prize) association with the Promotion and/or the prize, in any and all media, in perpetuity, for publicity and PR purposes solely in connection with the Promotion. The Entrant grants the Promoter the right to use the Entrant's name, likeness, image, and voice and will procure that all the Entrant's guests who participate in redemption of a prize also grant such rights to the Promoter in connection with the foregoing.

**Prize:**

12. The 10 x Winners of the Prize will receive 1 x \$150 Bunnings gift evoucher, emailed to the Winner's email address.
13. Prize is not transferrable or exchangeable. 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.

**General:**

14. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including 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.

15. If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition), the Promoter reserves the right, in its sole discretion, to disqualify any entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
16. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including 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.
17. It is a condition of entry that the winner warrant to the Promoter that they understand that any arrangement entered into in relation to the acceptance of their winning status does not create a relationship between the winner and the Promoter of employer and employee, principal and agent, partnership or joint venture.
18. 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.
19. 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.

20. 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.
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 terms and conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

### **Privacy Consent:**

22. All entries remain the property of the Promoter. The Promoter collects personal information in order to conduct the Competition, to assist in providing the products or services an entrant has requested (if any), and to improve its products and services. The Promoter or any of its related companies may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let you know about products, services or promotional activities which may be of interest to you until you inform the Promoter otherwise.
23. Entrants may be asked if they want to opt-in to marketing from the Promoter or its promotional partners when the entrant enters the Promotion. If the entrant chooses to opt-in, the Promoter and/or its promotional partners (as applicable) will use the entrant's personal data for marketing purposes.
24. Persons whose data the Promoter holds may request the removal of their personal details from the Promoter's database by contacting [gday@streetmachine.com.au](mailto:gday@streetmachine.com.au). If an entrant requests that their personal details be removed prior to the conclusion of a Promotion, the entrant will forfeit their right to enter the Promotion and/or claim any prize, as applicable.
25. The Promoter may also share your information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions (including administering the competition or trade promotion or distributing prizes). This information sharing may include with event partners (including venues) for promotional or marketing activities associated with motorsport events and festivals. The Promoter may also disclose your personal information in accordance with these terms and conditions if you are the prize winner, and as required, to Australian regulatory authorities.

26. The Promoter is not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in the competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the 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 unauthorized access to or alteration of entries.
27. The Promoter is not responsible for lost, late, incomprehensible or incorrect entries in the competition. The Promoter also accepts no responsibility for any tax implications that may arise from prize winnings in the competition. You should seek independent financial advice about such matters. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside our reasonable control, the promoter is entitled to cancel, terminate, modify or suspend the competition - subject to any written directions from any applicable regulatory authority.
28. The winners release the Promoter, and its related bodies corporate from any and all causes of action, losses, liability, damage, expense (including legal expenses) cost or charge suffered, sustained or in any way incurred by the winner as a result of any loss or damage to any physical property of the winner, or any injury to or death of any person arising out of, or related to, or in any way connected with the Promoter, the promotion or the prize.
29. The Promoter in Australia is STREET MACHINE MEDIA PTY LTD (ABN 33 672 316 951), PO Box 1329, Kingscliff NSW 2487, Australia