

CAR SUBMISSIONS COMPETITION - 2025 YOUNG SMOTY

("Promotion")

Terms and Conditions

1. Information on how to enter and prizes forms part of these terms and conditions. By participating in the Promotion, you agree to be bound by these terms and conditions.

Promotion and Eligibility:

2. *The 2025 "YOUNG SMOTY Car Submissions" Competition (Promotion) is conducted by STREET MACHINE MEDIA PTY LTD (ABN 33 672 316 951) of PO Box 1329, Kingscliff NSW 2487 (Promoter).*

3. *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.*

4. *IMPORTANT: THE PROMOTION IS OPEN TO PERSONS AGED 16 YEARS AND ABOVE WHO ARE RESIDENTS OF AUSTRALIA ONLY. IF YOU ARE UNDER THE AGE OF 18 YEARS, YOU MUST HAVE THE PRIOR CONSENT OF YOUR PARENT OR LEGAL GUARDIAN TO ENTER. ENTRANTS MUST BE AGED UNDER 24 YEARS ON 31 DECEMBER 2025.*

5. *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:

6. The Promotion commences 11:00AM 11 July 2025 and ends at 23:59PM AEST on 4th August 2025 ("Promotional Period").

7. You must be aged 16 years or over to enter. If you are under the age of 18 years, you must have the prior consent of your parent or legal guardian to enter. Entrants must be aged under 24 years on 31 December 2025. Entry is open to Australian residents.

8. **To enter online:** You can enter by going to <https://www.streetmachine.com.au/events/ysmoty/young-smoty> and following the prompts to the competition entry page. At the competition entry page, you submit an online entry by completing the entry form (including your full name, email address, daytime telephone number, postcode and upload a photograph of your vehicle and submitting the entry as instructed during the Promotional Period.

9. Only one entry per person will be permitted.

10. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; (h) defamatory; (i) discriminatory; (j) threatening; (k) pornographic; (l) harassing; (m) hateful; (n) racially or ethnically offensive; (o) capable of encouraging conduct that would be considered a criminal offence; (p) capable of violating any law; or (q) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded. Any entry that the judges deem otherwise inappropriate will be ineligible and will be discarded.

11. 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 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

12. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.

13. Any costs associated with entering the Promotion, including data costs, are the entrant's responsibility.

14. You must not engage in any illegal or unsafe behaviour whilst participating in the Promotion (including while taking the entry photograph). To the extent permitted by law, the Promoter and its partners exclude any legal liability or responsibility for incidents or activities, whether legal or otherwise, engaged in by you or any other person during participation in the Promotion (including while taking the entry photograph).

15. The Promotion is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on its creative merit. The judges' decision will be final and binding on every person who enters. No correspondence will be entered into.

16. You warrant to the Promoter that your entry is an original work that does not infringe the rights of any person. You warrant that you own or have all necessary licences, rights, consents and permissions to use and authorize the Promoter to use all trademark, trade secret, copyright or other proprietary rights in and to your entry to enable inclusion and use of your entry in the manner contemplated by these terms and conditions. If any part of the information provided by you in relation to your entry was provided by a third party, you warrant that you have obtained the relevant copyright permission to submit the entry for the purposes of the Promotion.

17. You warrant that you have obtained the written consent, release or permission of each and every identifiable individual person in your entry (including, if the individual is a child, the child's parent or legal guardian) to use their name and likeness to enable inclusion and use of your entry in the manner contemplated by these terms and conditions.

18. You indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties contained in these terms and conditions.

19. You grant to the Promoter an irrevocable, worldwide and perpetual licence to use your entry in any manner and for any purpose at its absolute discretion, including using your entry in connection with book publication and promotional, marketing or publicity purposes without any further

reference or payment or other compensation to you. The Promoter may amend, edit, select, crop, retouch, add to or delete from any part of your entry.

20. The Promoter will not be liable for any breach of copyright in connection with your entry. You will be solely responsible for your entry and the consequences of submitting it.

21. The Promoter may use and may permit others to use your entry at its absolute discretion, including in connection with a story or feature on the Promotion to be published in any of its print or digital publications, without further remuneration or reference to you.

Judging and award of prize

22. The judging will be conducted by a panel of judges appointed by the Promoter. The judging will take place at Unit 4/56 Cylinders Dr, Kingscliff NSW 2487 and will begin on 5th August to 7th of August 2025.

23. The best sixteen (16) valid entries as determined by the judges will be entered into a public photo voting competition, which will run from 8th August 2025 to 25th August 2025 on www.streetmachine.com.au.

The Prizes will be allocated as follows:

-The photo with the most votes in the competition will win AU\$3,000, paid to the winner by direct bank deposit, plus \$1,000 Hare & Forbes Machineryhouse gift voucher, plus \$200 Street Machine Shopify Merchandise voucher.

-The photo with the second most votes in the competition will win AU\$2,000, paid to the winner by direct bank deposit, plus \$500 Hare & Forbes Machineryhouse gift voucher, plus \$150 Street Machine Shopify Merchandise voucher.

-The photo with the third most votes in the competition will win AU\$1,500, paid to the winner by direct bank deposit, plus \$500 Hare & Forbes Machineryhouse gift voucher, plus \$150 Street Machine Shopify Merchandise voucher.

The TOTAL PRIZE POOL IS VALUED AT AUD \$9,000.

24. The winner with the most votes will be announced as the 2025 Young SMOTY Winner at 11AM (AEST) on September 12 from Street Machine Head office at Unit 4/56 Cylinders Dr, Kingscliff NSW 2487. The winner will be notified by telephone and in writing within 7 business days of the announcement using the contact details provided in their entry. The winner's name will be published on www.streetmachine.com.au on 12 September, 2025 and this will be live for a minimum of 28 days.

25. Redraw: If the winner does not collect their prize then it will be awarded to the next in-line based on voting results. Therefore in the event that someone doesn't claim their prize, we'll award it to the 4th place getter, then if another doesn't claim, 5th place and so on until all prizes are collected. If

redraw is needed it will take place at 11AM (AEST) on October 14, 2025 at Street Machine Head office at Unit 4/56 Cylinders Dr, Kingscliff NSW 2487.

26. If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian on the winner's behalf. It is the responsibility of the winner's parent or legal guardian to prove their parental or guardianship status at the time of winner notification. If a person incorrectly represents themselves to be a winner's parent or legal guardian, that person will be liable for all costs associated with re-delivering or re-awarding the prize (including but not limited to any administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking directions that relate to any ongoing family law negotiations or determinations. These are the responsibility of the winner and their respective parent or legal guardian.

27. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner.

Privacy Consent:

28. 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.

29. 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.

30. Persons whose data the Promoter holds may request the removal of their personal details from the Promoter's database by contacting marketing@summernats.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.

31. 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.

32. 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.

33. 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.

34. 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.

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

36. Authorised under permit number: **TP 25/01571**