

STREET MACHINE

“VOTER”

SMOTY 2025 COMPETITION

TERMS & CONDITIONS

By entering the SMOTY 2025 competition you are agreeing to the following Terms & Conditions:

Promotion and Eligibility:

1. The “SMOTY 2025 COMPETITION” Street Machine promotion (**Promotion**) is conducted by STREET MACHINE 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) 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 vote for SMOTY 2025 and provide all the details as required including the entrant’s first name, last name, email, phone number, and country of residence.
6. The Promotion is open from 10:00AM (AEDT) Friday October 10th and closes on Monday 17th November 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, one entry for prize 1 will be selected at random from all entries during the Promotional Period. Winner will be drawn at Street Machine, Unit 4/56 Cylinders Dr, Kingscliff NSW 2487, on 19th November 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, the Winner's nearest geographical location (for example, the Winner's nearest city, town or county), 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.

Draw and Award of Prize

12. The draw will take place at Street Machine Office, Unit 4/56 Cylinders Dr, Kingscliff NSW 2487, Australia on 19th November 2025 at 11:00AM AET.
13. On the draw date, the Promoter will conduct a random draw to determine the winner(s) from valid entries. The Promoter will also draw reserve winners in the event an original drawn winner is invalid or ineligible. If this process does not result in all prizes being awarded, the remaining prize(s) will be awarded in the unclaimed prize draw as set out below.
14. The Winner of Prize will receive \$5,000, digitally transferred to the Winner's bank account.
15. The winner will be notified by telephone and in writing within 7 business days of the draw using the contact details provided in their entry. The winner's name will be published on www.streetmachine.com.au on 19 November, 2025 and this will be live for a minimum of 28 days.
16. If a winner does not collect their prize then it will be awarded to the next in-line based on the official re-draw. If official redraw is needed it will take place at 11AM (AEST) on December 17, 2025 at Street Machine Head office at Unit 4/56 Cylinders Dr, Kingscliff NSW 2487.

17. 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.
18. 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.
19. The prize will be paid to the winner by direct bank deposit, subject to the winner providing the necessary bank details.

General:

20. 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.
21. 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.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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:

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: **TP 25/02496**