

**“HYUNDAI MY KITCHEN RULES – BE THE JUDGE” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000, telephone 02 82884605 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter and agencies associated with this 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, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. Promotion commences at 7:00pm AEDT on 02/02/2015 and ends at 11:59pm AEST on 04/05/2015 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
  - a) visit [www.yahoo7.com.au/bethejudge](http://www.yahoo7.com.au/bethejudge);
  - b) follow the prompts to the promotional entry page;
  - c) select their State of residence from the drop down menu (i.e. NSW/ACT, WA, SA/NT, VIC/TAS or QLD);
  - d) follow the prompts to engage in the ‘Score’ application pertaining to the My Kitchen Rules program. Depending on when the entry is submitted, individuals will need to either: (a) choose a score between 1 and 10 in answer to the poll question outlined in the ‘Score’ application; or (b) choose between Team A or Team B in answer to the poll question outlined on the ‘Score’ application;
  - e) input the requested personal details (including their full name, telephone number, email address, postcode and State/Territory of residence);
  - f) select whether they would prefer to win a *Hyundai Sante Fe Highlander* or a *Hyundai ix35 Highlander* (using a radio button to indicate their preference). If the entrant is drawn as the winner, they will be awarded their selected vehicle (in accordance with clause 14);
  - g) agree to the Terms and Conditions by ticking the relevant tick box; and
  - h) submit the fully completed entry form.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Multiple entries permitted, provided each entry is submitted separately and in accordance with entry requirements.
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 any of these Terms and Conditions, tampered with the entry 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.

10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place Anisimoff Legal, Level 5, 492 St Kilda Road, Melbourne, VIC 3004 at 11:00am AEST on 06/05/2015. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
12. The winner will be notified by telephone and email within two (2) business days of the draw and their name will be published online at [www.yahoo7.com.au/bethejudge](http://www.yahoo7.com.au/bethejudge) from 08/05/2015.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win the vehicle selected on their entry form, as outlined below:
  - If the winner selected the *Hyundai Sante Fe*, they will win a 2015 Hyundai Sante Fe with automatic transmission. Total prize value is up to AU\$53,240 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State); OR
  - If the winner selected the *Hyundai ix35 Highlander*, they will win a 2015 Hyundai ix35 Highlander with automatic transmission. Total prize value is up to AU\$40,990 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State).
15. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference, subject to availability. The winner must collect the prize from their nearest authorised Hyundai dealership.
16. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner (or a representative of the winner) may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
17. Subject to the unclaimed prize draw clause, if for any reason the winner does take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

19. Total maximum prize value is up to AU\$53,240.
20. The prize is not transferable or exchangeable and cannot be taken as cash.
21. A draw for the prize, if unclaimed, may take place on 12/08/2015 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within two (2) business days of the draw and their name will be published online at [www.yahoo7.com.au/bethejudge](http://www.yahoo7.com.au/bethejudge) from 12/08/2015. For the avoidance of doubt, the winner in the unclaimed prize draw will receive the vehicle they selected at the time of entry.
22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. 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.
27. 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; or (f) taking and/or use of the prize.

28. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Additionally, by ticking the relevant opt-in box/es, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes and/or (b) entrants agree to the Promoter sharing their personal information with the prize supplier (i.e. Hyundai Motor Company Australia Pty Limited, ABN 58 008 995 588 ("**Hyundai**")) for marketing purposes and they acknowledge that the prize supplier will be solely responsible for its use of such information. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

**NSW Permit No. LTPS/15/00515**

**VIC Permit No. 15/153**

**ACT Permit No. TP15/00201**

**SA Permit No. T15/107**