

Terms and Conditions

WIN THE ULTIMATE DERBY DAY EXPERIENCE THANKS TO LEXUS

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into the Lexus Derby Day Competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to the Promoter and not to Facebook.

Who can enter

4. Entry is open to all residents of Australia except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex spouse, defacto 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. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
5. Entrants may enter only once and only one prize will be awarded per person.
6. Entrants into this competition must be **18** years of age or **older** as at the date of entry.

How to enter

7. The Competition may be entered by submitting in 25-words-or-less, an original answer to the question posed in marie claire Magazine cover-dated November 2015: "Tell us in 25 words or less what you love most about Derby Day and why."
8. Entries may be submitted by:
 - entering an original submission at www.facebook.com.au/marieclaireau; or
 - sending an email to marieclairecompetitions@pacificmags.com.au with Lexus Derby Day Competition in the subject heading and their name and address in the body of the email.
9. Entries must include all requested contact details and a 25-words-or-less answer to be eligible to win. Each entry must be unique and received by the Promoter prior to the Competition close date and time.

When to enter

10. The Competition commences on **22/09/15** at **09:00** AEST and closes on **22/10/15** at **17:00** AEDT. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's premises on **23/10/15** at **11:00** AEDT. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take the prize.
11. The winner will be notified by mail and their names will be published online at www.marieclaire.com.au on **23/10/15**.
12. Prizes will be sent within 8 weeks.

Prize on offer

13. Total prize value is (up to) **\$6250**, as at **07/09/15**. **One (1)** winner will receive:
Ultimate Derby Day Experience:
 - 2 x Return flights from winner's capital city to Melbourne for two people - \$1,500 (**Flight Portion**)
 - Return airport transfers - \$500.00 (**Airport Transfers**)
 - 2 x nights' accommodation at the Grand Hyatt for two people \$1750 (Accommodation)
 - 1 x \$1,000 Myer voucher; and
 - 2 x tickets to the Lexus Design Pavilion on Derby Day including transfers \$1,500.

Total prize value: \$6250

14. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
15. The prize must be accepted by **30/10/15**. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
16. The Flight portion of the prize and the Airport Transfers not available to the winner if they reside in the same state of the prize event.
17. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

18. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, airport taxes (including departure taxes), fuel surcharges, energy surcharges, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
19. By entering the Competition, and by collecting the prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the prize or be suited to the type of prize that is offered.
20. The Accommodation is one twin share standard room. Apart from the Airport Transfers, all other travel arrangements to and from the winner's home and their nearest eligible Australian capital city airport do not form part of the prize and are the responsibility of the winner and their travelling companions. For the purpose of these Terms and Conditions, eligible Australian capital cities are Sydney, Brisbane, Adelaide, Darwin, Hobart, Canberra and Perth. The winner must travel on the same flights and itinerary as their travelling companions. The Flight Portion cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. The Flight Portions and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Prizes cannot be taken during peak periods or school holidays, and winners must provide all suppliers with a minimum of 21 days advance notice of intention to travel. Embargo restrictions may apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions). The Promoter's decisions in connection with the Promotion are final and correspondence will be entered into.

Further Terms and Conditions

21. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition. The Promoter reserves the right to disqualify any individual who has tampered with, or benefits from tampering with, the entry process or any other aspect of this competition.
22. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the Competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
23. All entrants must submit ONLY their own original answers, designs and works. Any such answers, designs or works cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded the prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry and the Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. Without limiting the generality of this clause 23, the Promoter reserves the right to take legal action against anyone found to have breached this term. 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 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 are reserved.
24. Any entrant found to have (a) be used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online competition entry sites) to enter the Competition on their behalf or (c) entered incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to the Prize nvalidated. If such an entrant is awarded the Prize and then found to have breached this clause, the entrant forfeits the prize and must immediately return the Prize to the Promoter. The Promoter has the sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

25. If the prize (or an element of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or an element of the prize) for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
26. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
27. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim the prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
28. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
29. The judges' decision in relation to any aspect of the Competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Copyright, Statutory guarantees, Waiver and liability

30. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Pacific will otherwise handle your personal information in accordance with Seven West Media's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners. You also consent to Pacific sharing your personal information with Toyota Motor Corporation Limited (ABN 64 009 686 097) (Sponsor) for the purpose of it sending you such information directly. You will always be provided with the ability to opt out of those communications.
31. In participating in the prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner (and their companion) agree to granting to each of the Promoter and the Sponsor a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winner (and their companion) will not be entitled to any fee for such use.
32. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize. Neither the Sponsor nor the Promoter accept any responsibility for any tax implications that may arise from winning of the prize.
33. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, each of the Promoter and the Sponsor (including each of their respective officers, employees and agents) exclude 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 Competition or in connection with the prize.
34. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, each of the Promoter and the Sponsor (including each of their respective officers, employees and agents) are not responsible for and exclude 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 Sponsor and/or 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 Sponsor and/or the Promoter) due to any reason beyond the reasonable control of either of the Sponsor and/or 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) use of the prize, or an element of the prize.

If your competition is running online, this online brief must be provided to your online content producer for uploading.
Please delete if not running online