

Cadel Evans Great Ocean Road Race

2020 Swisse People's Ride Competition

Promotion Terms and Conditions



1. The promoter is Visit Victoria Limited (ABN 37 611 725 270) of Collins Square, Tower Two, Level 28, 727 Collins Street, Melbourne VIC 3008 (**Promoter**).
2. The following terms and conditions (**Terms and Conditions**) apply for the 2020 Swisse People's Ride Competition Promotion (**Promotion**) to be conducted by the Promoter.
3. Information on how to enter the Promotion and the prizes available from part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
4. Entries not completed in accordance with these Terms and Conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.
5. Entry is open to all residents of Australia and New Zealand aged 18 years and over as at the time of entry being completed. Directors, officers, management and employees (and the immediate family members of directors, officers, management and employees) of the Promoter or any companies and agencies associated with the Promotion or the Cadel Evans Great Ocean Road Race are not eligible to enter. For the purposes of these terms and conditions, "immediate family members" include a spouse, ex-spouse, de-facto spouse, parent, child, sibling or step-child whether or not they live in the same household. For the avoidance of doubt, entry is not open to residents outside of Australia.
6. The promotion commences on 26/01/2019 at 9.00am (AEDST) and ends on 20/01/2020 at 11:59pm (AEDST) (**Registration Period**).

Method of Entry

7. To be eligible to enter, eligible entrants must complete the following during the Registration Period:
 - (a) Visit the promotional website at <https://www.registernow.com.au/secure/Register.aspx?E=32494>;
 - (b) Follow the prompts to the registration platform;
 - (c) Submit and complete full payment for registration in to the Swisse Peoples Ride.
 - (d) Input the requested name, full address, phone number, email, medical details and emergency contact details. Agree to the Swisse Peoples Ride terms and conditions and submit in the relevant field an answer to the question "Tell us in 25 words or less what motivates you to get out there for a ride?" and submit the fully completed entry form during the Registration Period.(altogether, the **Registration Process**)
8. Entries will be deemed accepted once the Registration Process is completed.
9. The Promoter reserves the right to extend the Registration Period at its own discretion and subject to any relevant legislation.
10. The Promoter takes no responsibility for lost, late or misdirected entries.
11. Incomplete, incorrect or incomprehensible details will, at the sole and absolute discretion of the Promoter, invalidate entry into the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants and disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

13. Only one (1) entry per person will be accepted. Any entries submitted by an Entrant after that Entrant first enters the Promotion will be automatically disqualified.
14. 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.
15. The Promoter prohibits entries that violate the rights of others or are unlawful, defamatory or obscene. The Promoter reserves the authority to reject entries which violate these standards. Further, the Promoter reserves the right to delete entries which the Promoter considers are offensive, defamatory or otherwise inappropriate.

Prizes

16. The Promoter, in its sole discretion, will determine one (1) best entry. The winner of the prize will win the Swisse People's Ride experience for themselves and one (1) friend. Prize includes:
 - (a) 2x return economy airfares from winners nearest capital city to Milan Italy for five (5) nights.
 - (b) Return train/or car transfers from Milan airport to hotel.
 - (c) 5x night (twin share or double) accommodation at Lake Como Italy, to be determined by the Promoter in its absolute discretion and subject to availability. Accommodation has a 4-star rating, breakfast at the hotel included.
 - (d) One (1) dinner with Cadel Evans (subject to availability).
 - (e) A bike ride in the Lake Como region with Cadel Evans (subject to availability).
 - (f) Front row starting position for the 2020 Swisse People's Ride.
 - (g) Meet and Greet with "2020 Cadel Evans Great Ocean Road Race" Race Director (subject to availability).

(together, the **Prizes**).

Spending money, meals (outside breakfast at hotel and dinner with Cadel Evans), taxes (including airline and airport taxes), insurance, passports, visas, vaccinations, activities outside the scope of what is booked by Visit Victoria, items of a personal nature, in- room charges and all other ancillary costs are not included. Prize must be taken by 30/11/2020 and is subject to booking and flight availability.

17. Total prize value is up to \$12,000 depending on point of departure.
18. The Prizes are not transferable, exchangeable or redeemable for cash. Prize value is in Australian dollars exclusive of GST and is based on the recommended retail value of Prize components at the time of printing.
19. The Promoter accepts no responsibility for any variation in the value of any part of the Prizes. If any part of the Prizes is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the Prizes or any part of the Prizes for a prize of equal value and/or specification. To the extent permitted by law:
 - (a) the Promoter makes no representations or warranties as to the suitability of the Prizes; and
 - (b) no compensation will be payable if, for any reason, a winner is unable to use the Prizes as stated.

Judging

20. The Promotion is a game of skill. Chance plays no part in determining the winners of the Prizes (**Winning Entrant**). Each valid entry will be individually judged according to its merits on the basis of creativity and originality as determined in the complete discretion of the Promoter. The Promoter's decision on the Winning Entrant is final and no correspondence will be entered into.
21. The judging will take place at Visit Victoria at Collins Square, Tower Two Level 28 727 Collins Street Melbourne Victoria 3008 on 21/01/2020 at 10.00am (AEDST). The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant. Winner will be notified by telephone or email within two business days of being selected as winner.
22. The Promoter may in its absolute discretion deem a "winning" entry invalid subsequently to the Winning Entrant being notified or their name being announced if it is discovered that the Winning Entrant did not enter the Promotion in accordance with these Terms and Conditions. In those circumstances, the next best entry (as determined at the complete discretion of the Promoter) will be deemed to be the winner in place of the disqualified Winning Entrant. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
23. Once a Winning Entrant has been confirmed, the Promoter will contact the Winning Entrant to arrange for delivery of the Prizes.
24. It is a condition of accepting the Prizes that the Winning Entrant must comply with all the conditions of use of the Prizes and the requirements of the supplier of the Prizes. Meet and greet elements are not guaranteed and subject to the availability and good will of participants on the day, and no alternatives will be offered.
25. Entrants consent to the Promoter using the Entrant's name, likeness, image, voice and/or entry in the event they are a Winning Entrant including photograph, film and/or recording of the same in any media for an unlimited period without remuneration for the purpose of promoting the Promotion including any outcome, and promoting any products or materials manufactured, distributed and/or supplied by the Promoter or the supplier of the Prizes and any related use by the Promoter.
26. It is a condition of accepting a Prize that the Winning Entrant agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the Winning Entrant grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the Winning Entrant will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.

General

27. 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) to modify, suspend, terminate or cancel the Promotion, as appropriate.
28. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion within the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or vary the Promotion and recommence it from the start on the same conditions, subject to any relevant Legislation.
29. As a condition of accepting the Prizes, the winner may be required to sign legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.

30. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants. Identification, age, residency, entry and parenthood or legal guardianship considered suitable for verification is at the discretion of the Promoter.
31. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardies the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
32. The Promoter is not responsible for any problems or technical malfunction of any computer on-line systems, computer equipment, software, technical problems or traffic congestion on the internet, or any combination thereof related to or resulting in the cancellation of the Promotion.

Liability and Release

33. Except for any liability that cannot be excluded by law, the Promoter and its related entities (including the Government of the State of Victoria ("**the State**")) and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives), exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by the entrant or the Winner, whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, arising out of the following: (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 its 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 of entry; (e) any participating in the Competition and/or (f) redemption and use by the Winning Entrant of any Prize. All entrants in the Competition, including the Winning Entrant provide a release and indemnity to each of the Promoter and the State and each of their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter, the State or each of their officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the entrant including the Winning Entrant and their companion in relation to the Competition, the Prize or the People's Ride.
34. The Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.
35. The release and indemnity in clauses 33 and 34 (each a "relevant commitment") is given by each entrant (including the Winning Entrant) in favour of the Promoter and the State. It is acknowledged that:
 - (a) the relevant commitment is given by each entrant and the Winning Entrant for the benefit of the Promoter and the State and each of them with the intention that they are entitled to rely on and enforce the relevant commitment;
 - (b) the benefit of the relevant commitment is held by the Promoter on its own behalf and on behalf of the State; and
 - (c) the Promoter may enforce and recover under the relevant commitment for and on behalf of the State.

Personal information

36. Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying the Winner). Without limiting the foregoing, the Promoter may disclose entrants' personal information to other parties assisting in the administration of the Competition including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Competition. By accepting the People's Ride terms and conditions and these Terms and Conditions, the entrant consents to the Promoter, its related entities and business partners (as applicable) using the entrants'

personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any of all of them. The Promoter will handle the entrants' personal information in accordance with the Promoter's Privacy Policy which is available at www.visitvictoria.com.au. Entrants may request access to or correction of their personal information by writing to info@cadelevansgreateoceanroadrace.com.au.

37. These Terms and Conditions are governed by the laws of the State of Victoria, Australia and each Entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.