

# Cadel Evans Great Ocean Road Race

## Cadel Evans: The Art of Cycling 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 Cadel Evans: The Art of Cycling 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 the state of Victoria 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 the state of Victoria.
6. The Promotion commences on 25/06/2021 at 9.00am (AEST) and ends on 18/07/2021 at 11:59pm (AEST) (**Registration Period**).

#### Method of Entry

7. To be eligible to enter, eligible entrants must complete the following during the Registration Period:
  - (a) Follow one of the Cadel Evans Great Ocean Road Race social media accounts, or already be following one of these accounts:
    - (i) Facebook: <https://www.facebook.com/CadelRoadRace/>
    - (ii) Instagram: <https://www.instagram.com/cadelroadrace/>
  - (b) Tag a user in the Comments section on the associated social media post regarding the Promotion
  - (c) Describe what the eligible entrant believes to be their favourite Cadel Evans moment in the Comments section on the associated social media post

(altogether, the **Registration Process**)
8. Entries will be deemed accepted once the Registration Process is completed.
9. There is no entry fee and no purchase necessary to enter this Promotion.
10. The Promoter reserves the right to extend the Registration Period at its own discretion and subject to any relevant legislation.
11. The Promoter takes no responsibility for lost, late, incomplete, incorrectly submitted, delayed, illegible, corrupted, or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, technical disruptions, network congestion,

communications failure or otherwise. The Promoter is not liable for any consequences of user error including without limitation, costs incurred.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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**

17. The Promoter, in its sole discretion, will determine five (5) best entries. The winners will each receive the Prize, as set out below in clause 19.
18. The entries that are selected by the Promoter will each win one (1) copy of *Cadel Evans: The Art of Cycling* book valued at \$24.99 (the **Prize**).
19. The Prize (or any part of it) is not transferable, exchangeable or redeemable for cash. Prize value is in Australian dollars inclusive of GST and is based on the recommended retail value of Prize components at the time of printing.
20. The Promoter accepts no responsibility for any variation in the value of the Prize (or any part of it). If any part of the Prize is unavailable, for whatever reason, the Promoter, in its absolute and sole discretion, reserves the right to substitute the Prize or any part of the Prize 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 Prize; and
  - (b) no compensation will be payable if, for any reason, a winner is unable to use the Prize as stated.

#### **Judging**

21. The Promotion is a game of skill. Chance plays no part in determining the winners of the Prize (**Winning Entrants**). Each valid entry will be individually judged according to its merit on the basis of creativity and originality as determined in the complete discretion of the Promoter. The Promoter's decision on the Winning Entrants is final and no correspondence will be entered into.
22. The judging will take place at Visit Victoria at Collins Square, Tower Two Level 28 727 Collins Street Melbourne Victoria 3008 on 19/07/2021 at 10.00am (AEST). 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. Winners will be notified by direct message on the relevant social media platform within two business days of being selected as winner.

23. The Promoter may in its absolute discretion deem a "winning" entry invalid subsequently to the Winning Entrants 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.
24. Once the Winning Entrants have been confirmed, the Promoter will contact the Winning Entrants to arrange for delivery of the Prize, which will be delivered by 16/08/2021 subject to any governmental restrictions which might be imposed from time to time in response to COVID-19.
25. If any of the Winning Entrants fail to respond to the Promoter's correspondence or contact the Promoter by 10:00am (AEDT) on 23/07/2021, the Promoter will reserve the right to select alternative Winning Entrants using an additional reserve which they determined to be the next best.
26. It is a condition of accepting the Prize that the Winning Entrants must comply with all the conditions of use of the Prize and the requirements of the supplier of the Prize.
27. When contacted, the Winning Entrants may be required to further confirm their acknowledgement of and agreement to these Terms and Conditions. Prizes will be issued to the Winners in accordance with these Terms and Conditions and subject to such confirmation.
28. 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 Prize and any related use by the Promoter.
29. By submitting an entry to the Promotion, each entrant assigns all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
30. It is a condition of accepting a Prize that each of the Winning Entrants agree 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 license to use such footage and photographs in all media worldwide and the Winning Entrants 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**

31. 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.
32. 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,

pandemic, acts of God, civil unrest, strike, war, act of terrorism or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control, 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.

33. As a condition of accepting the Prize, the Winning Entrants 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.
34. 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.
35. 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 jeopardise 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.
36. 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.
37. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

#### **Liability and Release**

38. 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 (including the Winning Entrants), 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 Entrants of the Prize.
39. All entrants in the Competition, including the Winning Entrants 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 respective representatives arising out

of any act, matter or thing done, permitted or omitted to be done by the entrant, including the Winning Entrants, in relation to the Promotion or the Prize.

40. 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 defect or damage of the Prize.
41. The release and indemnity in clauses 39, 40 and 41 (each a "Relevant Commitment") is given by each entrant (including the Winning Entrants) in favor of the Promoter and the State. It is acknowledged that:
  - (a) the Relevant Commitment is given by each entrant (including the Winning Entrants) 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.
42. The Promoter will not be responsible for any act, omission, failure or delay not reasonably within its control.

#### **Personal information**

43. 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 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](http://www.visitvictoria.com.au). Entrants may request access to or correction of their personal information by writing to [info@cadelevansgreatoceanroadrace.com.au](mailto:info@cadelevansgreatoceanroadrace.com.au).
44. 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.
45. Facebook and Instagram Entrants acknowledge that all content posted on Facebook and Instagram must be in accordance with relevant terms (<http://www.Facebook.com/terms.php> and <https://help.instagram.com/581066165581870>). The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. By participating, the entrant hereby releases and holds harmless Facebook and Instagram from any and all liability associated with the Promotion.