

“LAND ROVER AUSTRALIA BALL KID EXPERIENCE” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
 2. The promoter is Jaguar Land Rover Australia Pty Ltd (ABN 86 004 352 238) of level 1/189 O’Riordan St, Mascot NSW 2020, telephone (02) 9020 1425 (“**Promoter**”).
 3. Entry is only open to Australian residents aged between 12 and 16 years of age who are available to attend a Wallabies Match and Captain Run in either Sydney, NSW on 06/07/2021 and 07/07/2021, Brisbane, QLD on 17/07/2021 or Perth, WA on 20/08/2021 and 21/08/2021 to participate in the prize (if selected as a winner).
 4. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
 5. 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 1st cousin.
 6. Promotion commences at 12:01am AEST on 14/06/2021 and ends at 11:59pm AEST on 08/08/2021 (“**Promotional Period**”). The Promotional Period will be divided into three (3) entry periods (each an “**Entry Period**”). There will be one (1) prize awarded for entries received in each Entry Period. The prize awarded in each Entry Period will take place in a particular city (each a “**Location**”). Individuals can only submit an entry into one (1) Entry Period during the Promotional Period.
 7. Entries into each Entry Period will be accepted as follows:
 - a) Entry Period 1 - Sydney – Entries open on 14/06/2021 and close at 11:59pm AEST 23/06/2021. Judging to take place from 9am AEST on 24/06/2021.
 - b) Entry Period 2 - Brisbane - Entries open on 14/06/2021 and close at 11:59pm AEST 04/07/2021. Judging to take place from 9am AEST on 05/07/2021.
 - c) Entry Period 3 - Perth - Entries open from 14/06/2021 and close at 11:59pm AEST 08/08/2021. Judging to take place from 9am AEST on 09/08/2021.
 8. To enter, individuals must complete the following steps during the relevant Entry Period according to the Location in which they would like to attend, should they be selected as a winner:
 - a) visit the competition page on the Land Rover Australia website at <https://www.landrover.com.au/ballkid>
 - a) follow the prompts to the competition entry form;
 - b) input the requested details into the entry form as prompted (including their full name and a valid email address and the Location they would like to be considered for being either Sydney, Brisbane or Perth);
 - c) then either upload a video (no longer than 30 seconds in length (“**Video**”) explaining why they are for Rugby and why they should be selected as the Land Rover Ball Kid, or include written response in 25 words or less explaining “Why you’re for Rugby and why you should be the Land Rover Ball Kid”? (“**Competition Question**”); and then
 - d) submit the fully completed online entry form.
- Video files must be submitted in MPEG, MOV or MP4 format, must not exceed 30 seconds in duration. By entering this promotion and agreeing to these Terms and Conditions, entrants agree to receive Land Rover Australia marketing communications.
9. Each entrant warrants to the Promoter that any content submitted in their entry (written or Video) is an original creative work of the entrant that does not infringe the rights of any third party. Entries that contain prohibited or inappropriate content or are otherwise in breach of these Terms and Conditions will not be eligible to win.
 10. Incomplete or indecipherable entries will be deemed invalid.
 11. Only one (1) entry per person is permitted per person during the Promotional Period.

12. Incomplete or indecipherable entries will be deemed invalid.
13. 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 entrant 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 will 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.
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. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality, creative merit of the response submitted and how well it encapsulates the Competition Question. The judges may select additional reserve entries in each Entry Period, which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
16. The winners will be notified in writing by email and telephone (if required).
17. The best valid entry from all valid entries received in each Entry Period, as determined by the judges, will win each win a Land Rover Australia Ball Kid experience plus one (1) premium reserve ticket to the relevant Wallabies Match for the winner's guardian, each prize is valued at up to AUD\$1,000. Prize inclusions and judging dates for each Entry Period are as follows:

Land Rover Australia Ball Kid Experience – Sydney: Judging and selection of winner commencing from 24/06/2021

- Attend the Wallabies Captain Run 06/07/2021);
- Meet and greet with members of the Wallabies (exact players to be confirmed on the day of the Captain Run);
- Two nights accommodation for two (2) at a hotel in Sydney (06/07/2021 and 07/07/2021)
- \$250 spending money
- Official Land Rover Ball Kid Uniform
- 1 x Premium Reserve tickets to the match (for winner's guardian); and
- Exclusive opportunity to be official Ball Kid for the Test Match on 07/07/2021

Land Rover Australia Ball Kid Experience – Brisbane: Judging and selection of winner commencing on 05/07/2021

- Meet and greet with members of the Wallabies (exact players to be confirmed on the day of the match);
- Official Land Rover Ball Kid Uniform
- One nights accommodation for two at a hotel on 17/07/2021
- \$250 Spending money
- 1 x Premium Reserve tickets to the match (for winner's guardian); and
- Exclusive opportunity to be official Ball Kid for the Test Match on 17/07/2021

Land Rover Australia Ball Kid Experience –Perth: Judging and selection of winner commencing on 09/08/2021

- Attend the Wallabies Captain Run (Fri 20th August);
- Meet and greet with members of the Wallabies (exact players to be confirmed on the day of the match);
- Official Land Rover Ball Kid Uniform
- Two nights accommodation at a hotel in Perth (20/08/2021 and 21/08/2021)
- \$250 Spending money
- 1 x Premium Reserve tickets to the match (for winner's guardian);
- Exclusive opportunity to be official Ball Kid for the Test Match (Sat 21st August)

18. The winner and their guardian will be responsible for any ancillary costs associated with taking a prize, including but not limited to travel costs to and from the Location. and to and from match venues. Prizes must be taken on the dates specified above to coincide with the Wallabies Match at the winner's Location

(there is no travel included within a prize). Prize is subject to the standard terms and conditions of individual prize and service providers. Additional spending money, meals, taxes, insurance, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. Itinerary to be determined by the Promoter in its absolute discretion. Winners may be required to present their credit card at time of accommodation check in.

19. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend, substitute or modify a prize.
20. Prizes will be awarded to the winner's nominated parent or guardian.
21. The "Meet & Greet" element awarded as part of each prize provides the winner (and their guardian) with an opportunity to meet members of the Wallabies. This element of the prize is not guaranteed and is subject to the goodwill of the players on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that this element of the prize cannot be offered for any reason.
22. The ticket prizes awarded as part of each prize are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her guardian) for any inappropriate behavior, including but not limited to intoxication, whilst participating in any element of the prize.
23. If for any reason a winner does not take the prize (or an element of a prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
24. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
25. Total prize pool value is up to AUD\$3,000.
26. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
27. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
28. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

29. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and

sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

30. 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.
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, 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
32. Any cost associated with accessing the Land Rover Australia competition page is the entrant's responsibility and is dependent on the Internet service provider used.
33. 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.
34. 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) if a Wallabies Captain Run or Wallabies Rugby match is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of and/or participation in the prize.
35. As a condition of accepting the prize, the winner (and his/her companion) 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.
36. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.landrover.com.au/privacy-policy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).