

AO Selfie Competition: Schedule to Terms of Entry

1. Name of Competition	AO moment Competition
2. Promoter	KIA Motors Australia Pty Ltd. ABN: 97 110 483 353 Address: 67 Epping Rd, Macquarie Park NSW 2113 Phone: 1800 600 010
3. Location	Australia
4. Entry Restrictions	<p>Entry is open to Australian residents only.</p> <p>Entrants under 18 years of age must have permission to enter the competition from a parent/guardian to be eligible to enter.</p> <p>Entrants must hold and maintain a public Instagram and/or Twitter and/or Facebook account for the Competition Period and comply with Instagram's and/or Twitter's and/or Facebook's terms and conditions of use.</p> <p>Only Australian residents are eligible to win a Prize in this competition.</p>
5. Competition Period	<p>The Competition begins at 10:00am (AEDST) on 14 January 2019</p> <p>Entries into the Competition close at 7:00pm (AEDST) 26 January 2019</p>
6. Entry Method	<p>During the Competition Period eligible entrants who submit a photo or gif image of themselves, uploads it to their public Instagram, and/or Twitter, and/or Facebook account together with the hashtag #kiatennis and #AOselfie will be entered into the competition.</p> <p>Only those individuals whose photos or gif images meet all of the Entry Restrictions and eligibility criteria set out in these terms and conditions are eligible to win a Prize in this Competition.</p> <p>This promotion is a game of chance – skill or favoritism will have no bearing on the outcome of this promotion.</p>
7. Maximum number of entries	Multiple entries are permitted
8. Draw Details	<p>There will be one winner chosen per day throughout the promotional period, with fourteen (14) winners being chosen in total throughout the promotion. Selection of winners will take place at 4.00pm (AEDST) on each day of the promotional period, using the entry pool from the previous day. No winners will be selected on the first day of the promotional period. The winner from the final day of the promotional period will be selected at 4.00pm (AEDST) on the 27th January. Each day's winner will be selected based on merit from the pool of entries compiled throughout the day of the selection.</p> <p>Each winner will receive a prize.</p>
9. Prize Details	The Prizes for the Competition are 14 Babolat tennis racquets signed by Rafael Nadal as specified in the Prize Specifications, total value of all prizes is less than AUD\$3,000 . There are 14 (fourteen) prizes to be given away as a part of the competition. Each winner will only receive one racquet as described in the Prize Specifications section of these Terms and Conditions.
10. Prize Specifications	<p>Each prize includes a Babolat racquet, signed by Rafael Nadal.</p> <p>Maximum retail value of each prize is \$214.</p>

11. Notification of Winners	<p>The winner (or any parent or guardian of a winner aged under 18 years) must provide the Promotor with proof of identity before being eligible to claim the Prize.</p> <p>The Promoter reserves the right, in its sole discretion, to determine the identity of a winner.</p> <p>If a winner is under 18 years of age, the Promoter may award the Prize to the winner's parent(s) or guardian(s) on the winner's behalf.</p> <p>The winner will be contacted by the Promotor by private message via their public Instagram and/or Twitter and/or Facebook account. The winners will be notified within two (2) business days after the applicable draw with the final winner being notified by 30 January 2019.</p>
12. Publication Details & Prize Delivery	<p>Innocean Worldwide Australia will contact winners at 4.00pm (AEDST) on each day of the promotional period and encourage to pick-up on-site.</p> <p>For whom cannot pick-up their prize, Prizes will be delivered by Australia Post within two weeks of the winner being confirmed.</p>
13. Prize Claim Date and Time	<p>If a prize winner has not been able to be contacted by the Promoter, has refused their claim to the prize or been deemed invalid by the Promoter by 4pm on the 15th of March 2019, that winner will forfeit their right to the prize, and a new winner will be selected as per item 14 of the Schedule.</p>
14. Unclaimed Prize Draw and Publication Details	<p>The unclaimed prize selections will be conducted 18th March 2018 at 12pm AEDST at Innocean Worldwide Australia Level 9, 1 Pacific Highway North Sydney, 2060</p>
15. Prize Delivery	<p>Prizes can be collected at the Australian Open from the Kia Giant Racquet activation located in Garden Square. Alternatively, prizes can be delivered by Australia Post within two weeks of the winner being confirmed.</p>

Kia Motor Company Trade Promotion: Game of Chance– Terms and Conditions of Entry

1. These terms must be read together with the Schedule for the Competition which defines certain terminology used in these terms and conditions. Entry into the Competition is deemed acceptance of these terms.
2. Entry is only open to persons residing in the Location who comply with item 5 of the schedule. Entrants can only enter in their own name. The Promoter reserves the right to request the winners to provide proof of age, identity and residential address, in order to claim a prize. Proof of age, identification and residential address 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.
3. Employees (and their immediate families) of the Promoter and its contractors and agencies associated with the promotion are ineligible to enter. "Immediate family" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
4. To enter, eligible entrants must follow the instructions specified in item 7 of the Schedule during the Promotional Period. All entries received after this time are ineligible for entry into the Competition and no responsibility will be accepted by the Promoter for lost, late, incomplete, incorrectly submitted, delayed illegible, corrupted or misdirected entries claims or correspondence.
5. Entrants must not enter more than the number of times specified in Item 8 of the Schedule.
6. All entries must be received by the Promoter by or in the period indicated in Item 6 of the Schedule. Entries are deemed to be received at the time the Promoter receives the entry in its promotion database, and not at the time of transmission by the entrant. All eligible entrants will go into the draw. The draw/s (if applicable) will be conducted in accordance with the Draw Details. The Prize will be awarded to a valid entrant or entrants (as applicable) randomly drawn in accordance with the Prize Details.
7. The Promoter's decision and all matters pertaining to this Competition will be final. No correspondence will be entered into.
8. This Competition is a "Game of Chance".
9. The Promoter may, at any time, verify the validity of entrants and entries (including an entrant's identity, age, place of residence and whether they hold any driver's license required to enter this promotion). Entrants must fully cooperate with the Promoter in connection with such verifications.
10. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. However, the Promoter may (but is not obliged to) at its discretion accept an entry which contains errors or omissions.
11. All costs with entering this promotion (including without limitation, costs in accessing any website) is the entrant's responsibility.
12. If this promotion involves the entrant participating in any physical or sporting activity, the entrant acknowledges and agrees that:
 - a. The entrant is fit, in good health, and not aware of any reasons that may harm or endanger their health by participating in such activities. Without limitation, the entrant warrants and agrees that at the time they participate in the activities, they will not be pregnant, under the influence of alcohol or drugs, and will not have any heart condition, abnormal blood pressure, epilepsy, pre existing injury or any other medical condition that might make it unsafe for them to participate in the activities;
 - b. The entrant may be required to undertake tasks that may be physically challenging and may involve risks of injury, illness or death, some of which may be obvious and others that may not be obvious;
 - c. The entrant may be required to sign an indemnity form (with content that the Promoter determines in its sole discretion) before participation in the activities, and if they refuse to sign the indemnity form, this will disqualify the entrant and the Promoter may select another person to replace the entrant at its sole and absolute discretion;
 - d. The Promoter will not be responsible or liable for any personal injury, illness or death caused to the entrant or any other person in connection with the entrant's participation in the activities; and
 - e. The entrant must conduct themselves in an appropriate manner and follow the Promoter's instructions and all venue rules and regulations at all times.
13. If this promotion involves the entrant submitting any photographs, images, gifs, films, recordings, footages, videos, sms or mms messages, testimonials, comments, artistic works, information, materials or documents to the Promoter ("Content") then the entrant agrees that:
 - a. The entrant must not submit any content that is unlawful, fraudulent defamatory, offensive, obscene, derogatory, discriminatory, pornographic, sexually inappropriate, insulting, scandalous, violent, abusive, harassing, threatening, inflammatory, not suitable for children under 15 years, unlawful, libelous, hateful, objectionable in relation to race, religion, ethnicity or gender, capable of encouraging conduct that would be considered a criminal offence, capable of violating any law, capable of giving rise to civil liability or otherwise unsuitable or inappropriate;
 - b. The entrant must not submit any Content that breaches or may breach any intellectual property, privacy, publicity or other rights;
 - c. The Content is the entrant's own original independent creation and does not include any third party's intellectual property or infringe any third party's intellectual property rights;
 - d. The entrant is fully responsible for the Content. The Promoter will not be liable for the Content or its use in any way.
 - e. Before submitting the content, the entrant has obtained or obtains the consent of all persons who appear in the Content to in relation to the use of the Content for this promotion;
 - f. The Content has not been published previously or used in any other promotion;

- g. The Content will not contain viruses or cause injury or harm to any person or entity;
 - h. The entrant will comply with all applicable laws and regulations, including without limitation, those laws governing intellectual property, content, defamation, publication, privacy and the access and use of computer or communication systems;
 - i. The Promoter may review all Content and may at any time reject, remove or take down any Content (wholly or partially) at its sole and absolute discretion without notice if it considers, discovers or suspects the Content not to comply with any of these Terms and Conditions;
 - j. The entrant must comply with all requests by the Promoter to remove, take down or edit any content;
 - k. the entrant grants the Promoter, its affiliates, agencies and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, disclose and display the Content for any purpose and in any media and medium, without compensation, liability, restriction on use, attribution of the entrant's moral rights. Entrants warrant that they have full authority and rights to grant such rights to the Promoter.
 - l. the entrants must not assert any moral rights in connection with the Content;
14. If the Promoter requires, all title and property in any Content will be transferred from the entrant to the Promoter and the entrant will not be entitled to any compensation for such transfer. The Promoter is granted unconditional use of the Content for use at any time and in any medium with no compensation being offered to the entrant.
 15. The prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
 16. The prize/s are not transferable, exchangeable or redeemable for cash. The prize values are accurate at the date of commencement of the Competition. The Promoter accepts no responsibility for any variation in the values of a prize after that date. Refunds will not be made in respect to unused services or prizes. Where a prize, or part of a prize is unavailable, the Promoter retains the right to substitute the prize (or part) with a prize (or part) of equal or greater value subject to relevant State and Territory regulations.
 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. All costs associated with a prize not specifically included in the Prize Details including, but not limited to, any transport costs, transfer costs, meals, taxes, insurance and other ancillary costs are the responsibility of the winner (and their companion/s if applicable).
 19. If a prize includes tickets to an event, all tickets are valid for the date or period as indicated on the tickets. All event tickets are issued subject to the relevant event ticket conditions of sale and entry. If any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion/s, if applicable) forfeits all rights to attend the relevant event. The Promoter is neither responsible nor liable for any loss or damage suffered in these circumstances.
 20. If a prize involves the winner meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion/s, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.
 21. If a prize includes domestic or international travel, the prize must be booked and completed as specified by the Promoter. Any flights and accommodation constituting part of a prize are subject to booking and availability. Any tickets, passes or vouchers issued as part of the prize are subject to the prevailing terms and conditions of use. They are only valid for use within the stated duration on the tickets, passes or vouchers issued and are not replaceable if lost, stolen or damaged. The Promoter is not responsible for any cancellation, delay or re-scheduling of flights and any costs incurred as a result (including without limitation accommodation costs) will be the sole responsibility of the winner.
 22. The winner (and their companion/s if applicable) will be responsible for meeting all the entry requirements as well as any health or other government requirements for international travel including valid passports, necessary visas, travel authorizations, medical advice and recommended vaccinations and immunizations. Failure to fulfil these requirements may result in the prize being forfeited or any additional costs being incurred at the expense of the winner. The winner (and their companion/s if applicable) agrees to comply with any prevailing terms and conditions of the relevant transport carrier, accommodation provider, service provider, insurance provider and in particular any health, behavior, age and safety requirements.
 23. If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), the promoter may, at its discretion, award the prize to the winner's parent or guardian. The Promoter may, at its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.
 24. The prizes do not include any ancillary options, other accessories and other related costs unless otherwise stated in item 11 of the schedule.
 25. The winner of any prize is responsible for compliance with any relevant laws upon delivery of the prize to the winner.
 26. The winner/s will be notified in accordance with the Notification of Winners section of the Schedule and have their full name and state of residence published in the manner set out in the Publication Details section of the Schedule.
 27. The winner/s must confirm their eligibility and contact the promoter by the Prize Claim Date and Time. In the event that the winner/s are unable to be contacted, and all methods of communication are unsuccessful, the relevant winner's entry will be deemed to be invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details. If a prize is no longer capable of being redeemed, the new winner/s will receive a prize, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Location if required. If no Unclaimed Prize Draw Date is specified, any unclaimed prize/s will be distributed at the Promoter's discretion.

28. By providing personal information and entering this Competition, you agree that this information will be used by the Promoter for the purposes of conducting this competition and as otherwise contemplated under the terms of this statement and the KIA privacy policy located at: <https://www.kia.com/au/util/privacy.html> which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how the Promoter will deal with that complaint. If you do not agree, you must not provide your personal information, and you will be unable to enter the competition. The Promoter may disclose your personal information to other parties, including related companies, and third parties who provide services to the Promoter. Such third parties may be located overseas. The Promoter may also use and disclose for direct marketing purposes regarding related products and services and other competitions, unless you opt-out (which you can do at any time in accordance with the Kia Privacy Policy) and for facilitating further offers if you tick one of the boxes when entering the competition.
29. Each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Competition has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Competition.
30. Where the Competition is communicated on Twitter and/or Instagram, entrants and participants in the Competition acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with Twitter, Instagram or Facebook and entrants and participants in the competition release Twitter, Instagram and or Facebook and their associated companies from all liability arising from the competition. Entrants provide their information to the Promoter and not to Twitter, Instagram and or Facebook.
31. The Promoter reserves the right to discontinue the Competition at any time and at its sole discretion may cancel, terminate, suspend or modify the Competition and/or if necessary, to provide an alternative prize or prizes to the same value as an original prize or prizes. Any change to or cancellation of this competition, for whatever reason, is subject to the written direction of all relevant legislative departments in item 4 of the Schedule.
32. Without limiting the foregoing, the Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, can be considered objectionable, profane, potentially insulting, inflammatory or defamatory, or any entrant whose entry is not compliant with these terms or who has, in the opinion of the Promoter, engaged in conduct in entering the competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. 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.
33. All entries and materials submitted to the promoter in connection with this competition becomes the property of the Promoter and each entrant irrevocably consents to the Promoter (and its related companies, and third parties who provide services to the Promoter) using, displaying, modifying, adapting, sub-licensing, transferring, distributing or publishing the entrant's entry, name, likeness, image voice and or participation in a prize (including photograph, film, gif and/or recording of the same) worldwide in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicizing or marketing the Competition (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter (and its related companies, and third parties who provide services to the Promoter).
34. By submitting a photograph, video or gif, entrants warrant that they own the copyright in the photograph, video or gif or are otherwise permitted to submit the photograph or video and that they have all necessary permissions, rights and/or licenses covering their use of material included in such photograph, video or gif. Each entrant agrees to indemnify the Promoter, and to keep the Promoter fully indemnified, for any loss, cost, expense that may be incurred or sustained by the promoter as a result of any breach by any entrant of this warranty.
35. The Promoter and its associated agencies and companies take no responsibility for the loss of, any damage to or delay in the transit of prize/s due to incorrect or imprecise delivery or contact details provided by an entrant.
36. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the goods or services offered as prizes.
37. The Promoter is not responsible for losses associated with any change to the value of any prizes.
38. To the extent permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss, damage or injury suffered or sustained to any person and/or personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangements for supply, or the supply of any goods or services by any person to the winner/s and where applicable, to any persons accompanying the winner.