

Australian Open 2023 - Kia Make Your Move Terms and Conditions

All you need to know about Australian Open 2023 - Kia Make Your Move ("activation"), promoted by Kia Corporation (12 Heolleung-ro, Seocho-gu, Seoul, 06797, Korea).

CONDITIONS OF PARTICIPATION

1. Entry and participation to the activation are free.
2. The activation is open to all patrons who visit the Australian Open 2023.
3. Every application to participate in the activation must be made by a natural person via the registration page.
4. In order to register for participation, you are required to fill in personal details. By registering, you represent and warrant that the information you include as part of the access process is accurate and not misleading.
5. In respect of your registration to and participation in the activation, you agree to:
 - (i) provide true, accurate, current and complete information about yourself; and
 - (ii) maintain and promptly update your personal data to keep it true, accurate, current and complete.

If you provide, or Tennis Australia and Kia has reasonable grounds to suspect that you have provided, any information that is untrue, inaccurate, not current or incomplete, or Tennis Australia and Kia otherwise reasonably considers that you have failed to comply with any provisions of these rules, Tennis Australia and Kia has the right to immediately suspend or terminate your participation and refuse you access to any and all current or future use of the Tennis Australia and Kia Platforms (or any portion thereof).

6. You shall participate in the activation in accordance with these rules and the terms and conditions of the activation.

MECHANICS OF THE GAME

7. In order to participate in the activation, you must:
 - Register with the promotion staff onsite; and
 - Follow the instructions set out on the activation
8. By participating, you confirm your registration, having read and expressly accepted the conditions of the activation Terms and Conditions as well as the rules, and participate to attempt to win the prizes described hereunder.

PRIZES AND SELECTION OF THE WINNERS

9. The prizes ("Prizes") shall include:

Daily Leaderboard Prizes, in particular:

- Players placed first (1st) on the leaderboard at the end of day each day will receive one (1) One hundred (\$100) AUD voucher for the Australian Open Shop
*end of day refers to closure of Melbourne Park precinct

Participation Prizes:

- Every participant (who has taken at least one action in the activation) shall be entered into a draw to win one (1) official Australian Open merchandise signed by tennis player Rafael Nadal (the actual delivery of such prize may take up to six (6) months); and

- Every participant (who has taken at least one action in the activation and before the respective match whose tickets will be given away) shall be entered into a draw to win two (2) Australian Open 2023 match tickets for Round three (3) on January 20~21, 2023 or four (4) on January 22~23, 2023.

The winner and his/her guest must be available to travel on the dates of the aforementioned matches. The guest must be eighteen (18) years old or of legal age in his/her country of residence if such age

10. The draw for the winners will be undertaken at Melbourne Park and Tennis Australia or Kia will notify the winners via email. Tennis Australia and Kia shall have no liability for the winners' failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner(s) cannot be contacted, is ineligible, fails to claim the prize within 72 hours from the time the notification was sent, any prize may be forfeited and an alternate winner selected, at Tennis Australia and Kia's sole discretion.
11. The decision is final and no correspondence will be entered into.

GENERAL

12. Sale, transfer or exchange of any part of the prize package is strictly prohibited.
13. Tennis Australia and Kia shall be entitled to change or withdraw any of the Prizes at its absolute discretion and for any reason whatsoever (including but not limited to any attempt to sell, transfer or exchange any prize and/or any restriction due to the COVID-19 pandemic).
14. Tennis Australia and Kia will not be held responsible for the winners not taking advantage of the prize due to health or any other reason.
15. Any prize is as stated in any messaging or promotions advertising the activation. No cash or other alternative will be offered and prizes are non-transferable.
16. Use of the prizes is subject to the relevant third party service providers' terms and conditions
17. The payment of all costs and expenses involved in claiming the prize are the responsibility of the winners. Any and all applicable taxes or duties in relation to the Prizes are the responsibility of the relevant winner.
18. The winner and his/her guest shall have a passport valid for at least 6 months beyond the date of travel. Any necessary visas, health and travel insurance or vaccinations are the responsibility of the winner and his/her guests.
19. Tennis Australia, Kia, and its agents and/or distributors will not in any circumstances be held responsible or liable to compensate the winner(s) or any participants to the activation and/or accept any liability for any loss, damage, personal injury or death occurring as a result of participating in the activation or accepting a prize.

PRIVACY

20. By registering for the activation, Tennis Australia and Kia will use the personal data provided at the time of registration.
21. The personal data requested to register for the activation is necessary to make and handle your participation and/or to be able to award the prize.
22. The personal data gathered is only collected and processed by Tennis Australia and Kia for no longer than is necessary for handling your request/the above requirements, unless otherwise provided by law.

APPLICABLE LAW AND JURISDICTION

23. These rules and the relationship between You and Tennis Australia and/or Kia shall be governed by the substantive laws of Victoria, Australia. All disputes in connection with these Rules shall be submitted to the exclusive jurisdiction of the courts of Victoria, Australia.