



RAC Insurance Pty Limited
RAC Arena "KISS" Promotion
TERMS AND CONDITIONS

1. The promoter of the **RAC Arena KISS Promotion** (Competition) is RAC Insurance Pty Limited (the Promoter).
2. The Competition begins on **Monday 12 August 2019** at **12pm** (Australian Western Standard Time) and ends on **Sunday 27 October** at **11.59pm** (Australian Western Standard Time) (Competition Period).
3. Entries must be received by the Promoter during the Competition Period. Only one entry may be received per entrant.
4. The Promoter reserves the right to either allow or disallow any entrant for any reason it sees fit in its absolute discretion.
5. Entry to the Competition is only open to persons over 18 years of age who reside within Western Australia.
6. Entry to the Competition is not open to employees of the RAC Group of Companies
7. **One** entrant (Winner) will be awarded one prize (Prize) as follows: two (2) tickets to KISS at RAC Arena on 16 November 2019.
8. This document, the instructions on how to enter the Competition and other details contained within promotional advertisements and the Entry Form (if applicable), each form part of the Terms and Conditions.
9. The Winner shall be chosen by the Judges from the entries at random from all eligible entries. Each eligible entry has an equal chance of winning.
10. The Winner will be drawn on **Monday 28 October** and notified by writing.
11. When the Winner is notified of their Prize they will also be provided with details as to the collection of their Prize.
12. The Judges' decision is final and no correspondence will be entered into. The Promoter reserves the right not to select a Winner of all or any Prizes in its absolute discretion.
13. The Winner must claim the Prize on or before **5pm on Friday 1 November**. The Prize must be claimed in person unless a Winner is otherwise advised. Identification, which includes a photograph, will be required. The Prize will only be awarded following winner validation and verification.
14. A Prize must be taken as stated and is non-transferable, not exchangeable and not redeemable for cash. If the specified prize becomes unavailable for any reason, the Promoter may substitute a prize of like or equal value.
15. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Competition, including, but not limited to, where 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 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) any tax liability incurred by a winner or entrant; or (f) use of a prize.
16. The Promoter reserves the right to disqualify a Winner if the Winner has breached any of the Terms and Conditions or their entry is misleading.
17. The Promoter reserves the right to:
 - a. declare as void any entries or claims for Prizes resulting from any printing, production or distribution errors or where there has been error in any aspect of the preparation for or conduct of the Competition materially affecting the result of the Competition or the number of Winners or the value of claims for Prizes;
 - b. add to or to waive any of the Terms and Conditions; and
 - c. cancel the Competition or any part of it at any stage in the event of circumstances beyond the Promoter's control.
18. The Promoter reserves the right, in its sole discretion, to disqualify any individual for:
 - a. tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion or the website of the Promoter or the Competition;
 - b. acting in violation of the Terms and Conditions.
19. Participation in the Competition constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions.
20. All entries remain the property of the Promoter and will be entered into a database for future marketing and/or promotional activities. By entering this Competition, the entrant consents to receiving marketing material from the Promoter. The entrant acknowledges that they can at any time opt out of receiving marketing materials by either contacting the Promoter or by using the unsubscribe link on the Promoter's electronic communications.
21. By entering, the Competition entrant (in the event that they are a Winner), consents to the publishing of their names and suburb of residence on the website www.rac.com.au. Acceptance of a Prize by a Winner constitutes permission for the Promoter to use the Winner's name, suburb of residence, recording of the Winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law. The Promoter will not use the entrants' personal information for any other purpose without their consent unless required or authorised to do so by law. Entrants must notify the Promoter in writing if they would like to amend their personal information or if they have any queries as to how their personal information will be used.
22. This Competition is subject to the Promoter's Privacy and Security Statement and Group Privacy Policy available at rac.com.au/about-rac/site-info/privacy
23. If the Competition is conducted on, or utilising, social media including, without limitation Facebook, Instagram and Twitter, the Competition shall be subject to the terms of use governing the applicable social media platform including the RAC User Generated Content Policy. In the event of an inconsistency between these Terms and Conditions, and the terms of use of the applicable social media tool, the terms of the applicable social media tool shall prevail.
24. Without prejudice to clause 23 above, if the Competition is conducted on Facebook or Instagram, entrants:
 - a. fully release Facebook or Instagram from all liability arising out of the Competition;



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- b. acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram; and
- c. understand and accept that information disclosed in connection with the Competition is disclosed to the Promoter and not Facebook or Instagram.