

## **Kumho Tyre Australia Pty Limited**

(Promoter) Level 2, Unit 214 Versatile Building, 29-31 Lexington Drive Bella Vista NSW 2153  
(ABN 46 003 300 678)

### **Win Kumho Super 3 Series Race Pack Prize Draw (Program Rules)**

#### **Terms and Conditions**

- 1. General Conditions of Entry**, instructions and information on how to enter the Kumho Tyre Australia Pty Limited - Level 2, Unit 214 Versatile Building, 29-31 Lexington Drive Bella Vista NSW 2153 (ABN 46 003 300 678) Win Kumho Super 3 Series Race Pack Prize Draw form part of these program rules. Participation in the Program constitutes acceptance of these conditions of entry. Terms defined in the General Conditions of Entry will have the same meaning in these terms and conditions, unless otherwise specified. In the event of a conflict, these terms and conditions will prevail but only to the extent necessary and only in relation to the Program.
- 2. Duration of the Program:** The program will commence on 1st July to 31st August 2019 (Program Period).
- 3. Eligibility for Participation:** Entry is open to all residents of Australia who are 18 years of age or over. However, employees and their immediate families of Kumho Tyre Australia Pty Limited and their associated agencies and companies are not eligible to enter. Only Customers of official Kumho Tyre Platinum Dealerships will be eligible to enter the prize draw.
- 4. Prize Draw Criteria:**  
Customers must purchase 2 or more Kumho branded tyres from any Kumho Platinum dealer in a single transaction, go to [www.kumhopromotions.com.au](http://www.kumhopromotions.com.au) and complete the online entry form to go into the prize draw (as detailed in point 7. Draw Details below). Customers must supply a valid invoice number on their entry form to be deemed eligible to enter.
- 5. Prize Draw - Fifty (50) entries** will be randomly drawn from all entrants (as detailed in point 7. Draw Details below) and will be deemed the winners' of the Kumho Super 3 Series Race Packs (as detailed in point 6. Prize Details below).  
Entries can only be earned during the Program Period. Incomprehensible and incomplete entries will be deemed invalid.
- 6. Prize Details**  
50 x winners will win a Kumho Super Series Race Pack valued at \$100 each including:
  - 1 x Kumho motorsport cooler bag
  - 1 x Kumho motorsport picnic blanket
  - 1 x Kumho motorsport thermal mug
  - 1 x Kumho motorsport stubby holder
  - 1 x Kumho motorsport bottle opener key ring

**Total Prize Pool is \$5,000.00**

7. Draw Details: Entries will be randomly selected using an electronic drawing system. The Prize Draw will be conducted at Icon Visual Marketing, 12 Frost Road Campbelltown NSW 2560 at 11am on the below date:

Prize Draw #	Entry Period	Prize Draw Date
1	01/07/19 – 31/08/19	09/09/19

8. **Notification of winners:** Winners will be notified by telephone and email within 2 days of the minor and major prize draw and winners names will be published on [www.kumho.com.au](http://www.kumho.com.au) within 2 days of the draw, for a minimum of 28 days.
9. **Second Chance Draw:** A 2<sup>nd</sup> Chance Draw will be conducted for any unclaimed prizes at 11am on 07/10/19. Winners (if any) will be notified by telephone and email within 2 days of the prize draw and winner's names will be published on [www.kumho.com.au](http://www.kumho.com.au) within 2 days of each draw, for a minimum of 28 days.
10. **Transferring Prize Draw Entries:** Reward Entries are not transferable under any circumstances.

#### GENERAL CONDITIONS OF ENTRY

1. These conditions of entry apply in relation to all Programs for authorised Kumho Tyre Australia Pty Limited Dealers and their staff, run by Kumho Tyre Australia Pty Limited. The Program Rules terms and conditions provided for each Program will be in addition to these General Conditions of Entry. If there is an inconsistency between these General Conditions of Entry and the Program Rules' conditions of entry, the Program Rules conditions of entry will prevail but only to the extent necessary and only in relation to that Program.
2. Instructions and information on how to enter form part of the Program Rules. Participation in any Program constitutes acceptances of the Program Rules.
3. The period for each Program is specified at the commencement of the Program and is based on a calendar month or calendar quarter, unless otherwise stated.

#### Rewards / recognition

4. Program Rewards cannot be exchanged, transferred or redeemed for cash. If a Reward, or element of a Reward, is unavailable for any reason, Kumho Tyre Australia Pty Limited reserves the right to substitute another reward of equal or greater value for that reward, or element of it, subject to the approval of any relevant authority.
5. Any Reward or element of a Reward not taken by the time specified by Kumho Tyre Australia Pty Limited will be forfeited.
6. All expenses associated with taking or accepting a Reward, including any travel related expenses not expressly stated, are the responsibility of the recipient.
7. The recipient and any other participants in taking a Reward may be required to sign an acknowledgement of risk and waiver of liability for each Reward and acknowledge that the specified Program Rewards are inherently dangerous, and if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may

be required. Kumho Tyre Australia Pty Limited reserves the right to preclude participation of anyone refusing to sign the acknowledgement / waiver.

8. Rewards will be delivered to the winners address as specified on their entry form.
9. Only damaged or defective goods reported in writing (via post or email) within three days of receipt will be considered valid for exchange or return. Goods cannot be replaced after this 3 day period unless under a manufacturer's warranty.

### **Taxation**

10. Prize recipients are responsible for any tax associated with receiving any Reward. Most Rewards are assessable in the hands of the recipient. Tax may be payable on the market value of the assessable Reward irrespective of whether that Reward could be converted into cash or the recipient could obtain the market value of the Reward if re-sold.
11. Neither Kumho Tyre Australia Pty Limited nor its related companies are qualified tax advisers and we do not accept any responsibility or liability for the validity of information provided in relation to these matters. Participants should ensure that appropriate professional advice and assistance is obtained in relation to taxation. Except as expressly provided for, neither Kumho Tyre Australia Pty Limited nor its related bodies corporate accept any liability or responsibility to reimburse, in part or full, any amount of tax involved.

### **Audit**

12. Kumho Tyre Australia Pty Limited reserves the right to audit any Dealer relating to any Program and/or reported data and information at any time for any reason and in any manner it sees fit. The Dealer will cooperate fully with Kumho Tyre Australia Pty Limited in the audit process.
13. Kumho Tyre Australia Pty Limited reserves the right to invalidate any Rewards earned or recognitions given during a Program affected by inaccuracies or errors discovered through the audit.

### **Disqualification**

14. If a participant:
  - (a) provides inconsistent, inaccurate or unverifiable information;
  - (b) does not comply with Kumho Tyre Australia Pty Limited policies and procedures or the Program Rules;
  - (c) is, or is reasonably suspected of being, in breach of laws relevant to the operation of the Dealer's business;the participant may, at Kumho Tyre Australia Pty Limited sole discretion, be excluded from participation in any Programs running at the relevant time.
15. If a participant is disqualified from a Program, they will not be entitled to any Rewards under that Program and if a Reward has already been distributed under a Program from which they are disqualified, the Dealer and/or participant must immediately at the request of Kumho Tyre Australia Pty Limited return all Rewards given to that Dealer and/or a participant. Kumho Tyre Australia Pty Limited reserves the right to charge a Dealer and/or participant personally for any Rewards or recognition found to have been obtained by misrepresentation or fraud.

## Variation

16. The Rewards are offered at the absolute discretion of Kumho Tyre Australia Pty Limited and Kumho Tyre Australia Pty Limited reserves the right to withdraw, cancel, vary or in any way change at any time without notice, the eligibility criteria and/or the Rewards offered under a Program pending relevant Regulatory Authority approval.
17. Kumho Tyre Australia Pty Limited reserves the right, in its absolute discretion, to vary at any time any Program Rules, including these conditions of entry. Unless otherwise specified by Kumho Tyre Australia Pty Limited, all such variations shall be deemed to operate retrospectively. Subject to Regulatory Authority approval.
18. Notice of any change to these conditions of entry may be announced by Kumho Tyre Australia Pty Limited in writing and communicated at [www.kumho.com.au](http://www.kumho.com.au).
19. Kumho Tyre Australia Pty Limited will not be liable for any loss or damage suffered or sustained by participants resulting from any withdrawal, cancellation, variation or change.

## General

20. Kumho Tyre Australia Pty Limited interpretation of the Program Rules, including determining eligibility for Rewards, will be final and binding. All decisions are final and no correspondence will be entered into.
21. Kumho Tyre Australia Pty Limited will have no liability to participants because of the availability, and/or inability of Kumho Tyre Australia Pty Limited or a third party to supply, parts and accessories for sales purposes by participants for whatever reason. Such event is not a basis for variation of the Program Rules.
22. Kumho Tyre Australia Pty Limited is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in a Program. If any Program is not capable of being conducted due to circumstances beyond Kumho Tyre Australia Pty Limited control, including due to any technical or communications problems, Kumho Tyre Australia Pty Limited reserves the right to amend, suspend or cancel the Program subject to approval from any relevant authority.
23. Kumho Tyre Australia Pty Limited and its agencies and companies associated with this promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to a Program or the awarding or taking of the Rewards except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
24. Kumho Tyre Australia Pty Limited may use any personal information entrants provide in connection with any Program for the purpose of running the Programs, and also in advertisements, publications, media statements and other promotional material associated with the Programs. Kumho Tyre Australia Pty Limited may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Programs. Kumho Tyre Australia Pty Limited is bound by the National Privacy Principles contained in the Privacy Act (Cth) 1988. A copy of Kumho Tyre Australia Pty Limited privacy policy can be viewed at [www.kumho.com.au](http://www.kumho.com.au). To request access to, or to update, personal

information Kumho Tyre Australia Pty Limited holds about them, entrants can contact Kumho Tyre Australia Pty Limited office (an administrative fee may be imposed to access personal information).

Authorised under:

NSW Permit No: LTPS/19/35250

ACT Permit No: ACT TP19/03513