# **Today Show Chery Motor Promotion Terms**

## & Conditions

### Schedule

Promotion	Today Show Chery Motors Promotion				
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060				
Promotion Sponsor	Chery Motor Australia Pty Ltd ABN 28 662 958 205				
Promotional Period	Start Date: 10/06/24 at 5:30am AEST				
	End Date:				
Eligible entrants	Permanent residents of Australia aged 18 years and over who are not ineligible t				
	enter the Promotion under clause 2 of the Terms and Conditions and can answer a phone call and subsequent virtual call from the Promoter when the Promoter calls ( <b>Entrants</b> ).				
Entry Method	<ol> <li>To enter, Entrants must complete the following steps during the Promotional Period:</li> <li>Visit <u>www.todayshow.com.au</u> and follow the prompts to the promotion entry page;</li> <li>Input the requested details;</li> <li>Provide an answer in 25 words or less, <i>"Why would you like to win the brand new Chery Tiggo 8 Pro Max?"</i>; and</li> <li>Submit the fully completed entry form.</li> </ol>				
Maximum Entries	Only one (1) entry permitted per Entrant during the Promotional Period.				
Winner Determination	<b>Game Participant Selection</b> To determine the Entrants who will participate in the Game for the chance to win a prize, there will be eleven (11) rounds of judging held on the dates and times below. All rounds of judging will take place by the Promoter at 1 Denison Street, North Sydney, NSW 2060. Non-winning entries will be carried over into subsequent rounds of judging.				
	Round	Entries close	Judging Date/Time	Game Date	Number of Winners
	1	10/06/24 at 6:59am AEST	10/06/24 at 7am AEST	10/06/24	Selected 2
	2	10/06/24 at 9:59am AEST	10/06/24 at 10am AEST	11/06/24	2
	3	11/06/24 at 9:59am AEST	11/06/24 at 10am AEST	12/06/24	2
	4	12/06/24 at 9:59am AEST	12/06/24 at 10am AEST	13/06/24	2
	5	13/06/24 at 9:59am AEST	13/06/24 at 10am AEST	14/06/24	2
	6	14/06/24 at 9:59am AEST	14/06/24 at 10am AEST	15/06/24	2
	7	14/06/24 at 9:59am AEST	14/06/24 at 10:05am AEST	16/06/24	2
	8	14/06/24 at 9:59am AEST	14/06/24 at 10:10am AEST	17/06/24	2
	9	17/06/24 at 9:59am AEST	17/06/24 at 10am AEST	18/06/24	2
	10	18/06/24 at 9:59am AEST	18/06/24 at 10am AEST	19/06/24	2
	11	19/06/24 at 9:59am AEST	19/06/24 at 10am AEST	20/06/24	2
	In each ro creatively a to select a	9:59am AEST und of judging, f answered the pro dditional reserve		ect the Entrants The Promoter r ermines to be th	who have most eserves the right ne next best, and

	As soon as each round of judging has been completed (i.e. on the same date), the Promoter will immediately phone the Entrants who submitted the best entries via phone to participate in the next round of the Game at a later time via virtual call. The Promoter will phone each Entrant a maximum of three (3) times. In the event that the Promoter has not been able to contact an Entrant after three (3) attempts of calling, that Entrant will forfeit their opportunity to participate in the Game and the Promoter will contact the next best valid entry to participate in the Game, and so on until a valid Entrant is able to participate in the Game.
	Each valid Entrant that is successfully contacted will win the opportunity to play a contingency game (the "Game") for the chance to win a prize, as detailed further below.
	<b>The Game</b> Each round of the Game will take place at 1 Denison Street, North Sydney NSW 2060 on the dates in the table above, with the first Game taking place on 10/06/24 and the last Game taking place on 20/06/24. Each round of the Game will take place during the live broadcast of the Today Show between 7:30am and 9am AEST, except on 15/06/24 and 16/06/24, when it will take place between 8am and 10am AEST.
	In the event that the Promoter has not been able to contact the participant before the start of the Game, a representative of the Promoter will play the Game on the participant's behalf.
	<ul> <li>At the start of the Game, there will be twenty-two (22) envelopes placed on various places of a Chery vehicle. The messaging inside each envelope will correspond to one of two prizes, being either:</li> <li>a cash prize of various value (detailed further below in the Prize details); or</li> <li>entry into the Major Prize Selection for the chance to win a Chery vehicle.</li> </ul>
	Each entrant (the "Participant") must select one of the numbered envelopes and confirm this with the Promoter's representative. Once the Participant has confirmed their selection and the Promoter's representative advises that their selection has been locked in, the Participant's selection will be final and no changes can be made. The envelope will then reveal the prize that the Participant will receive.
	Once an envelope has been selected, that numbered envelope will be removed from the envelopes available and the next Participant to play the Game must select a different numbered envelope. This process will continue throughout the Promotional Period until all envelopes have been selected.
	<b>Major Prize Selection</b> Six (6) of the numbered envelopes will award the Game Participant an entry into the Major Prize Selection for the chance to win a Chery vehicle. The Game Participants that selected these envelopes during the Game will be entered into the Major Prize Selection.
	The Major Prize Selection will take place on 21/06/24 at 8:40am AEST at 1 Denison Street, North Sydney NSW 2060, however the individuals participating (each a "Finalist") will participate in the Major Prize Selection via virtual call.
	Prizes will be determined as follows:
	<ol> <li>The six (6) Finalists will be placed into a manual draw and the Promoter will draw out each Finalist one at a time. This will determine the order for the next component.</li> </ol>
	<ol> <li>Each Finalist (in the order they were drawn) will then select one (1) of six (6) car keys. Each car key will then be tried (in the order they were selected) to unlock the Chery prize vehicle. The Finalist who selected the key that unlocks the vehicle will win the Chery prize vehicle. All other entrants will win the consolation prize.</li> </ol>
Number of Winners	22
Winner Notification	Selected Game participants will be notified by phone on the same day as the judging date with confirmation of the Minor Prize won via the Game by email on the same date that the individual participated in the Game.
	<u> </u>

	Major Prize and consolation prize winners will be notified by phone on the Major Prize Selection Date with confirmation by email on the same date.				
Prize/s	Minor Prizes available (via the Game – one prize per envelope and twenty-two in total):				
	• 5x \$500				
	• 5x \$750				
	• 6x \$1,000				
	<ul> <li>6x entry into the Major Prize Selection for the chance to play to win the prize vehicle.</li> <li>Cash prizes will be deposited into the winner's nominated Australian bank account by electronic funds transfer (EFT).</li> </ul>				
	Prizes available in Major Prize Selection:				
	<ul> <li>1x Chery Tiggo 8 Pro Max SUV (ultimate grade) vehicle with automatic transmission including 12-month registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest authorised Chery dealership. Prize Value: up to AUD\$48,590.00</li> <li>5x consolation prizes of \$500 to be deposited into the winner's nominated</li> </ul>				
	Australian bank account by electronic funds transfer (EFT).				
Total Prize Pool	Up to AUD\$63,340				
Winner Publication	Winners will be published (first initial, surname and postcode) on www.todayshow.com.au on 17/06/24 and 24/06/24.				
Unclaimed Prize Date	A draw for any unclaimed Game or Major prizes may take place at 10am AEST on 24/07/24 at 1 Denison Street, North Sydney NSW 2060.				
Unclaimed Prize Winner Notification	The winner of the Unclaimed Prize will be notified by phone and email within two (2) business days from the Unclaimed Prize Date.				
Unclaimed Prize Winner Publication	Winners will be published (first initial, surname and postcode) on <u>www.todayshow.com.au</u> on 26/07/24.				
Permit numbers	Authorised under: NSW Authority: TP/01749 ACT Permit No. TP24/01225 SA Permit No. T24/946				

### Terms and Conditions

#### Entry into the Promotion

- 1 The Schedule above and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.
- 2 Entry is not open to:
  - a) directors, management, employees, officers and contractors of:
    - i. the Promoter,
    - ii. the Promotion Sponsor,
    - iii. the Prize Supplier/s,
    - iv. any related bodies corporate of the Promoter, the Promotion Sponsor and the Prize Supplier/s, and
    - v. the agencies and companies associated with the Promoter or the Promotion; and
  - b) a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2a);
- 3 Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter or its agencies, not the time of transmission by the Entrant. Records of the Promoter and its agencies will be used to verify this.
- 4 Only one (1) is entry permitted per Entrant during the Promotional Period.
- 5 Entry into the Promotion via promotional website is free. However, any costs associated with accessing the promotional website are the responsibility of each Entrant and dependent on the internet service provider used.
- 6 All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity. If a Winner cannot provide suitable proof of eligibility to the Promoter's reasonable satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.
  - The Promoter may, declare any or all entries made by an Entrant to be invalid if the Entrant:
    - a) fails to establish their entitlement to win the Promotion to the Promoter's reasonable satisfaction; or
    - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
    - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
    - d) has submitted an entry that is not in accordance with these Terms and Conditions; or
    - e) has, in the reasonable opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.

#### Entry material

- 8 Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.
- 9 Entrants warrant that their entry is their own original work, it is not copied in any manner from any other work, and it does not infringe the copyright, moral rights, trade mark rights or any other rights of any third party.
- 10 All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
- By entering the Promotion, Entrants consent to any use of their entry by the Promoter which may otherwise infringe an Entrant's moral rights in the entry material, including (without limitation), exercising any of the rights in the entry material without identifying the Entrant, and using the entry material in any way that the Promoter reasonably sees fit.

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- 12 Each Entrant warrants that:
  - a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions: and
  - they have express consent from each person appearing in the entry material (or if a person b) appearing in the entry material is under the age of 18 from that person's parent or legal guardian) and the owner of any private property (including any items, objects or real property) appearing in the entry material.

#### Winners

- 13 The Number of Winners will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner/s will receive the Prize/s
- 14 The Winner/s will be notified in accordance with the Winner Notification and the Winner/s name (first initial and surname) and State/Territory of residence will be published in accordance with the Winner Publication.
- All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any 15 direction given under the relevant State/Territory permit regulations, if a Prize is:
  - not claimed by the Winner by the time stipulated by the Promoter; or a)
  - forfeited for any reason. b)

that Prize will be awarded to the next best entry or the next valid entry drawn (as the case may be). If an unclaimed Game or Major Prize is unclaimed by the Unclaimed Prize Date, the Promoter will conduct an Unclaimed Draw in accordance with the Schedule above. The winner of the Unclaimed Prize will be notified in accordance with the Unclaimed Prize Winner Notification and the Unclaimed Prize Winner's name (first initial and surname) and State/Territory of residence will be published in accordance with the Unclaimed Prize Winner Publication.

#### General prize terms

- 16 All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.
- 17 If a Prize or any part of a Prize is unavailable for any reason, the Promoter will substitute the Prize with another item of no lesser retail value, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.
- 18 Unless expressly stated as being included in the Prize/s, all other costs and expenses associated with taking the Prize/s become the responsibility of Winner/s, including but not limited to all other incidental and ancillary costs incurred by Winner/s as a direct or indirect result of taking the Prize.
- Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms 19 and Conditions, cannot be taken as a monetary payment.
- 20 Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.
- All aspects of a Prize must be taken together as a package. If for any reason a Winner does not 21 (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.
- 22 The Promoter reserves the right to refuse to allow an Entrant/Winner to take part or continue to take part in any aspects of the Promotion or Prize/s, for any inappropriate behaviour.
- 23 Prizes may not, without the prior written consent of the Prize Supplier/s and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize Supplier/s may, at their absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.
- Winner/s should seek independent financial advice at the Winner's sole expense regarding any 24 tax implications relating to the Prize/s or acceptance of the Prize/s.
- Prizes cannot be used in conjunction with any other discounts or special offers. 25
- 26 Each Prize will be awarded to the person named in the winning entry (as judged or drawn – as the case may be – in accordance with the Winner Determination).
- 27 The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and

Conditions.

- 28 It is a condition of accepting the Prize/s that the Winner/s must sign a participant or winner legal release or releases in a form determined by the Promoter, Prize Supplier/s and/or the Promotion Sponsor in their reasonable discretion.
- 29 The Winner of a Prize including a vehicle must be able to register the vehicle in their own name. If the Winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the Winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and the assignee.
- 30 The size and style of any accessories included in the Prize will be determined at the sole discretion of the Promoter.

#### Publicity

- 31 By accepting a Prize, Winner/s agree that:
  - a) if requested by the Promoter, the Winner/s will:
    - i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
    - ii. participate in any reasonable promotional activity in connection with the Promotion or the Prize during the Promotional Period and for a reasonable period following the Promotional Period. The Promoter will pay for the reasonable expenses of the Winner/s participation pursuant to this clause;
  - b) the Promoter may use their name, image, comments, photographs or audio-visual clips (Materials) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s or any other person;
  - c) the Promoter may use, reproduce, edit and communicate to the public the Materials during the Promotional Period and a reasonable period following the Promotional Period in any form of media;
  - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to other parties which we engage for the purposes of the Promotion which may reasonably require the Materials for purposes related to the Promotion to do the same; and
  - e) the Winner/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

#### Use of social media

- 32 The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
  - a) each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
  - b) each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
  - c) to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
  - d) Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
  - e) Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
  - f) any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

#### Limitation of liability

- 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 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability, for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.
- 34 Except for any liability that cannot by law be excluded, including the Non-Excludable

Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (other than with respect to any rights you may have which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions) for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:

- a) any technical difficulties or equipment malfunction;
- b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
- c) any delays or failures in any telecommunications services or equipment;
- d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
- e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- f) any variation in Prize value to that stated in these Terms and Conditions;
- g) any tax liability incurred by a Winner or Entrant;
- h) if a Prize or any part of a Prize is unavailable for any reason; or
- i) use of the Prize/s.
- 35 Notwithstanding clauses 33 and 34, you may have rights which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions

#### General

- 36 Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties, of which the Entrants and Winner will be made aware, and the Entrants and Winners must comply with, any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed by a third party on the taking of a Prize or participation in the Promotion.
- 37 If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject, where relevant, to any direction given under the relevant State/Territory permit regulations.
- 38 Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter and the Prize Supplier/s reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining to this Promotion.
- 39 These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.
- 40 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion but they do not exclude the Entrant's rights that it would otherwise have under the *Consumer and Competition Act 2010* (*Cth*) (*Australian Consumer Law*).
- 42 The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule where required by the authorities that have issued permits or authorities for the conduct of the Promotion or to otherwise comply with any other law. The Promoter will make reasonable attempts to notify each Entrant of any changes to the Terms and Conditions and the Schedule made pursuant to this clause.

#### Privacy

- 43 The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and:
  - a) the Promoter's Privacy Policy at https://nine.com.au/privacy; or

b) if the Promotion is associated with Pedestrian.TV, the Pedestrian Group Privacy Policy at https://www.pedestrian.tv/privacy-policy/.

The Promoter's Privacy Policy and Pedestrian Group Privacy Policy contain information regarding:

- c) how Entrants may access or correct any of their personal information collected by the Promoter; and
- d) how Entrants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (**APP**) or APP code, and how the Promoter will action such complaint.
- 44 If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.