

**2018 WHEELS READER SURVEY**  
**TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents aged 18 years and over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. The Promotion commences on 23<sup>rd</sup> July, 2018 at 3:00pm (AEST) and will close at 11.59pm (AEST) on 12<sup>th</sup> August, 2018 ("Promotional Period"). The judging will begin on 21<sup>st</sup> August, 2018 at 11:00am (AEST) and will take place at Bauer Trader Media, 73 Atherton Road, Oakleigh VIC 3166. The winners will be notified by e-mail using contact details provided in their entry. The winners' names will also be published on [www.the-engine-room.com.au](http://www.the-engine-room.com.au) on the 24<sup>th</sup> August 2018 for 28 days from this date.
5. To be eligible enter, individuals must either:
  - i. Receive a promotional eDM, from the Promoter inviting them to enter, and click on the link provided (and log in if prompted); or
  - ii. Click on a promotional banner featuring this promotion (either on a website or via a social media platform);
6. To enter, individuals must then undertake the following steps during the Promotion Period:
  - Follow the prompts to the survey page and fully complete The Wheels 2018 Reader Survey;
  - Input the requested details when prompted, such as full name, email address, residential address and telephone contact number;
  - Answer the question "***In your own words, sum up what would make Wheels Magazine better, and why?***" in 25 words or less; and
  - Submit the fully completed survey.
7. For clarity, the Promoter will send promotional eDMs to members of The Engine Room and may also send promotional eDMs to other individuals who have consented to receiving such emails from the Promoter. Members of The Engine Room may be prompted to log into their account when they click on the link within the promotional eDM.
8. One (1) entry is permitted per person.
9. Incomplete or indecipherable entries will be deemed invalid.
10. An entry must not be, without limitation:
  - a) late;
  - b) delayed;
  - c) incomplete;
  - d) incomprehensible;
  - e) unlawful;
  - f) obscene;
  - g) defamatory;
  - h) discriminatory;
  - i) libellous;
  - j) threatening;
  - k) pornographic;
  - l) harassing;
  - m) hateful;
  - n) racially or ethnically offensive;
  - o) capable of encouraging of conduct that would be considered a criminal offence;

- p) capable of violating any law;
  - q) capable of giving rise to civil liability.
- Any entry which the judges deem inappropriate will be invalid.

11. This is a game of skill; chance plays no part in determining the winners. Each entry will be individually judged based on its literary and creative merit of the answer to the question provided and suitability to the promotion. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
12. If the same, or substantially the same, entry is submitted in more than one entry, only the first entry received will be accepted. If, in the Promoter's opinion, two (2) or more entries are the same, or are substantially the same, the Promoter may, in its absolute discretion, exclude one (1) or more of the individuals who submitted those entries.
13. The best valid entry as determined by the judges will be deemed the major prize winner and will receive a \$500.00 Visa gift card.
14. The next five (5) best valid entries as determined by the judges will be deemed runner up prize winners and will each receive a \$100 Visa gift card.
15. Visa gift cards are valid for 12 months. Any ancillary costs associated with any Visa gift card are not included. Any unused balance of any Visa gift card will not be awarded as cash. Redemption of any Visa gift card is subject to any terms and conditions of the issuer including those specified on the Visa gift card.
16. Total prize pool is valued at \$1,000.00.
17. All decisions relating to the conduct of the Promoter and Promotion, including, but not limited to, the selection of any and all parts of an entry to be published, and the awarding of prizes, are at the sole and exclusive discretion of Promoter and are final and not subject to appeal.
18. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
19. The entrant warrants to the Promoter that the entry submitted is an original literary work of the entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the entrant in relation to the entry was provided by a third party, the entrant warrants that they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion.
20. Each entrant grants to the Promoter an irrevocable, worldwide and perpetual licence to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including using the entries for future Promoter's or their agents book publications, promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of any submitted entry.
21. Prizes must be taken as offered. Prizes are not exchangeable, transferable and cannot be redeemed as cash.
22. Prizes will be delivered to the address of the prize winners, provided in the online entry form. Delivery of the prizes are valid to any state and/or city in Australia.

23. In the event that for any reason whatsoever a winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
24. In the event that a prize, is unavailable, the Promoter reserves the right to substitute the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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.
28. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

**Privacy:**

29. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which can be accessed by visiting <http://www.bauer-media.com.au/privacy.htm>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter.
30. The Promoter is Bauer Media Pty Ltd (ABN 18 053 273 546) of 54 – 58 Park Street, Sydney, NSW 2000. Phone: 02 9282 8000.