

TERMS AND CONDITIONS

1. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.
2. The Promoter is International Management Group of America Pty Ltd (ABN 23 001 788 343) of Level 25, MLC Centre, 19 Martin Place, Sydney NSW 2000 ("**Promoter**").
3. The promotional periods commence at 03 May 2021 and ends at 10 May 2021 ("**Promotional Period**").
4. Entry is free and open to individuals who are over 18 years of age and an Australian resident. Employees (and their immediate families) of the Promoter and any third parties 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 1st cousin.
5. To be eligible to win entrants must, during the Promotion Period, fill out their correct details via an entry form reached via the Melbourne Marathon Website, activation found <https://melbournemarathon.com.au/mothers-day-giveaway/>
6. The winner will be judged on individuality and creativity by a representative(s) of the Promoter on 12 May 2021. The winner will be notified by email (within 24 hours). Their name will be published via the Melbourne Marathon Website (www.melbournemarathon.com.au). In the event that the prize notification email is returned as undeliverable or the winner does not claim the prize within three (3) weeks from date of notification, then such prize will be forfeited and an alternate winner will be selected from all remaining (non-winning) eligible entries.
7. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
8. Incomplete, indecipherable or illegible entries will be deemed invalid.
9. Multiple entries during the Promotional Period are not permitted.
10. There shall be one winner of the Prize. The winner as drawn by the Promoter will win the prize. The prize includes the following:
 - a) Two (2) VIR registrations to the 2021 Nike Melbourne Marathon Festival; and
 - b) A Nike merchandise pack, as selected by Nike, to the total value of \$1,000.
11. Flights and Car Transfers are not included as part of the prize.
12. The prize is not transferable or exchangeable and cannot be taken as cash.
13. Any ancillary costs associated with taking the prize, other than those included above in paragraph 10, will be the sole responsibility of the winner and his/her companion. Spending money, any further accommodation, meals, travel insurance, transport to and from departure point and all other ancillary costs, as well as obtaining any of these, are the responsibility of the winner and his/her companion. Any cancellation fees or changes to the itinerary will remain the cost of the winner and his/her companion.
14. All components of the prize must be taken together or otherwise are deemed to be forfeited. Prize cannot be taken as cash.
15. The prize is subject to the ticket terms and conditions, including any applicable age restrictions. The Promoter hereby expressly reserve the right to eject the winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
16. Total prize is valued at up to **\$1,244**. The prize is not transferable or exchangeable and cannot be taken as cash.
17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Entrants consent to the Promoter using their name, likeness, image, voice and/or social media posts content in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any

written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

20. 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.
21. 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 (independent financial advice should be sought); or (f) use of or participation in the prize (i.e. travel).
22. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
23. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties involved with the Promotion, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information 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 information to the Promoter. All entries become the property of the Promoter.
24. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.
25. The laws of New South Wales apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of New South Wales.