

Terms and Conditions.

Honeycombes Hino Supercars Facebook Competition.

Introduction

1. Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter of this promotion is Hino Motor Sales Australia, 6-10 Parraweena Road, Caringbah 2229 ("Promoter").
3. These Terms and Conditions apply solely to the 'Honeycombes Hino Supercars Facebook Competition' promotion ("Promotion").

Eligibility Criteria

4. Entry is open to Australian residents in QLD only and must be 18 years or older.
5. The Promotion will be communicated via Facebook.
6. There is no entry fee.
7. 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 1st cousin.

How to Enter

8. Promotion commences at 9am on Wednesday 12th June 2024 and ends at 5pm Tuesday 25th June 2024 ("Promotional Period"). After this date no further entries to the Promotion will be permitted. All times indicated in these Terms and Conditions are in AEDT, unless specified otherwise.
9. To enter, eligible individuals must 'Like' the Supercars competition post on the Honeycombes Hino Facebook page and tag a friend in the comments section during the Promotional Period.
10. One entry per person.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and place of employment) 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. This includes the right to recover the value of the prize in circumstances where the winner accepts the prize and subsequently deletes the required 'Likes' that gave rise to their entry in the prize draw.
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
13. This Promotion will be held once. The winners will be drawn at 9am on Wednesday 26th June 2024.

14. The prize draw will take place at the office of Hino Motor Sales Australia 6-10 Parraweena Rd, Caringbah NSW 2229. All entries will go into an electronic draw and the winners will be drawn by electronic random draw.
15. The winners will be contacted via Facebook and announced on the Honeycombes Hino Facebook page on Thursday 27th June 2024.
16. Hino Motor Sales Australia may draw additional reserve entries and record them in order. In the event that an ineligible entry is drawn or the Promoter is unable to contact the winner within two (2) days of the prize draw, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid and the new winner will be the first valid reserve entry that was selected.
17. The new winner will be notified via Facebook and their name published on the Honeycombes Hino Facebook page Monday 1st July 2024.

The Prize

18. There are 2 x prize packs to be won.
19. Each prize includes:
 - a. 1 x double pass to the NTI Townsville 500 5-7 July 2024
 - b. Hino Merchandise pack consisting of:
 - i. Hat
 - ii. Duffle bag
 - iii. Coffee cup
 - iv. Drink bottle
 - v. Stubby holder
20. The total prize pool value is \$549.00 ex GST.
21. The Prize does not include flights, accommodation or any other ancillary costs associated with redeeming the Prize; these are excluded and are the sole responsibility of the Prize Winner.
22. As a condition of accepting the prize, the winner must sign any legal documentation in the form required by the Promoter in their absolute discretion.
23. Prize value mentioned is at the recommended retail value as provided by the suppliers, and are correct at time of publishing. The Promoter is neither responsible nor liable for any change in the value of a prize occurring during the promotion.
24. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition results or winning entry. The prize package is non-transferrable, non-refundable and non-negotiable and cannot be redeemed as cash.
25. The Promoter reserves the right to substitute the prize with another of equivalent value, subject to any written directions from a regulatory authority.

General entry provisions

26. In the event of any form of intervention by an act outside the control of the Promoter, including an event which prevents or significantly hinders the Promoter's ability to proceed with the competition pursuant to these Terms and Conditions, including but not limited to power failures, natural disasters, acts of God, civil unrest, war, or an act of terrorism, the Promoter may subject to the applicable laws and regulations, in its absolute discretion cancel the Promotion.

27. The Promoter shall not be liable for any loss or damage, including but not limited to indirect or consequential loss arising from or in connection with any prize, these Terms and Conditions, or any personal injury or death suffered or incurred by a prize winner, save as for any liability which cannot be excluded by law.
28. The Promoter reserves the right to cancel or amend the competition and/or Terms without notice. Any changes to the competition will be notified to entrants as soon as practicable by the Promoter.
29. By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
30. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
31. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a 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.
32. Liability for any tax (other than FBT) arising out of participation in this promotion (including acceptance of a prize) is the sole responsibility of the entrant. Entrants should seek independent financial advice in this regard.
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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States 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.
34. 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) taking/use of a prize.
35. 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, prize suppliers and, as required, to Australian regulatory authorities. 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 viewed at <http://www.hino.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, 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. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.