

## Condensed terms and conditions:

By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter. See [www.driventoperform.com.au/winners](http://www.driventoperform.com.au/winners) for full terms. Open to Australian residents. Only one entry per person will be permitted. Competition opens 18/12/17 at 12:01 AM and closes 23/01/18 at 11:59 PM. Five (5) contestants will be drawn at 8:00 AM at Mindjam Pty Ltd at 7 Bolaro Avenue, Gymea, NSW 2227, prior to each Big Bash cricket match. One drawn on 23/12/17, 28/12/17, 13/1/18, 18/1/18 and 23/1/18 respectively. At each match, if a Batsmen (in the main game) hits a legal six with the ball passing through the single Toyo Tyre on display without any person, animal, or object touching the ball, then the winner (individual drawn) for that game will win \$100,000 cash. The total prize pool valued at up to \$200,000 (incl. GST). Winners notified by SMS, email, letter and published in The Australian newspaper on 25/01/18. The Promoter is Toyo Tyre and Rubber Australia Ltd (ABN 930 007 672 79) of 137-149 Airds Road, Minto 2566. Authorised Under: NSW Permit No. LTPS/17/20656. ACT Permit No. TP 17/02575. SA Licence No. T17/2405.

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### Toyo Tires Bash For Cash Terms and Conditions of Entry

#### General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

#### Who can enter

3. Subject to the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below ('Eligible Entrants').
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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. Any entrant who is under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will

immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation.

6. The Promoter is Toyo Tyre and Rubber Australia Ltd (ABN 930 007 672 79) (the '**Promoter**'). The Promoter's address is 137-149 Airds Road, Minto 2566.

#### **How to enter**

7. To enter Eligible Entrants must, during the Promotional Period (defined below) go to [www.driventoperform.com.au](http://www.driventoperform.com.au) and follow the links to the entry page to enter their details. All entries that have not been draw will roll over into any subsequent draw.
8. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
9. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.
10. One contestant will be draw at 8 AM prior to the below matches.

<b>Date</b>	<b>Match</b>	<b>BBL Match commences</b>
23 December 2017	Sixers v Hurricanes & Scorchers	4.10pm
28 December 2017	Sixers v Strikers	7.10pm
13 January 2018	Sixers v Thunder	7.20pm
18 January 2018	Sixers v Heat	7.40pm
23 January 2018	Sixers v Stars	7.40pm

11. The player (any player) is the one that can trigger the \$100,000 prize. There is no connection to the contestant/potential winner, who will be selected at the start of each match from a registration database must simply be registered prior to the start of each match. The pool for that match will close 10mins prior to the start of each draw and the contestant announced at the start of each match. The players are from either team.
12. Subject to clause 13, at each match listed in clause 10, if a Batsmen (in the main game) hits a legal six with the ball passing through the single Toyo Tyre on display without any person, animal, or object touching the ball, then the winner for that game will win \$100,000 cash.
13. A prize may only be won if a prize has not already been won during the same game and if less than two prizes have been won during the course of all games listed in clause 10 (i.e there will be a maximum number of two winners of this whole competition). Prize winners must have fully complied with these terms and conditions to be eligible to be award a prize.

#### **Number of Entries permitted**

14. Only one entry per person will be permitted. Entrants found to be submitting multiple entries will have their entries consolidated.

#### **Open, Close, Draw and Publish dates**

15. The competition commences on **18/12/2017** at **12:01 AM** and closes **23/01/2018** at **11:59 PM** ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public

holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter 10 mins prior to the start of each match outlined in clause 10.

16. The winners will be the first valid entries drawn at Mindjam Pty Ltd at 7 Bolaro Avenue, Gymea, NSW 2227 on **23/12/17, 28/12/17, 13/1/18, 18/1/18 and 23/1/18** 10mins prior to the match outlined in clause 10. There will be one winner of each draw. The Promoter will ensure that all entries have an equal chance of winning a prize.
17. The winners will be notified by SMS, email and letter within two business days of the draw. Their names will also be published on **25/01/2018** in The Australian newspaper.
18. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
19. The Promoter may conduct such further draws on **25/04/2018** (at 11:00 at Promoter's Premises at 7 Bolaro Avenue, Gymea, NSW 2227) as the original draw in order to distribute any prizes that have been won but are unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **02/05/2018** in The Australian newspaper.

#### **Prize on offer**

20. The total prize pool is valued at up to \$200,000 (Including GST), as at 20/12/2017. The total number of competition winners in this competition is two.
21. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed.

#### **Further Terms and Conditions**

22. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
23. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
24. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in

order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

25. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
26. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

#### **Privacy Collection statement**

27. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
28. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at [www.driventoperform.com.au](http://www.driventoperform.com.au). You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Toyo Tyre and Rubber Australia Ltd (ABN 930 007 672 79) of 137-149 Airids Road, Minto 2566.

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#### **Copyright, Statutory guarantees, Waiver and liability**

30. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
31. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. Winners (and Qualifiers) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and Qualifiers) will not be entitled to any fee for such use.
32. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
33. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the

entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
35. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), 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').
36. 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 The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

#### **Competition permits**

37. Authorised under: NSW Permit No. LTPS/17/20656. ACT Permit No. TP 17/02575. SA Licence No. T17/2405.