

**Terms and Conditions**  
**2021 Herald Sun/Transurban Run for the Kids Mazda Prize Car draw**  
**("Promotion")**

**General**

1. The Promoter is The Herald and Weekly Times (ABN 49004113937) HWT Tower, 40 City Rd. Southbank VIC 3006 Telephone number 03 9292 2000. (**"HWT"**)
2. The Prize is supplied by Mazda Australia Pty Ltd (ABN 78 004 690 804, of 211A Wellington Road, Mulgrave, Victoria, 3170) ("**Mazda**").
3. Information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions will prevail.

**Who can enter?**

4. Entry is open to residents of Victoria who are entrants in the 2021 Herald Sun/Transurban Run for the Kids event on Sunday, August 29, 2020
5. Directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion including Mazda Australia are not eligible to enter the Promotion.
6. Entrants under 18 years of age must obtain prior permission of parent or legal guardian to enter. The Promoter may require any such entrant's parent or legal guardian to sign a release at the Promoter's sole discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State and Territory legislation. The prize will be awarded to the winner's parent or legal guardian
7. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

**When to enter**

8. Promotion opens at 12.01am (AET) on Saturday May 1, 2021 and closes at 11.59pm (AET) on Friday, August 13, 2021. (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
9. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.

10. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

### **How to enter**

11. Entrants must enter by visiting [runforthekids.com.au](http://runforthekids.com.au) and completing the online registration process to participate in Herald Sun/Transurban Run for the Kids to be held on Sunday, August 29, 2021, including finalising payment in accordance with instructions on the website. During the registration process, entrants must opt in to enter this competition. The cost of registering to participate in Herald Sun/Transurban Run for the Kids is the responsibility of the entrant. The cost of accessing the website will be dependent on the entrant's individual Internet Service Provider.
12. Entrants must not:
  - (a) tamper with the entry process;
  - (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
  - (c) submit an entry that is not in accordance with these terms and conditions;
  - (d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third-party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;
  - (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
  - (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

### **Number of Entries permitted**

13. Only one entry per person is permitted.

### **Draw and Notification of winner**

14. The winner will be the first valid entry submitted in accordance with these terms and conditions that is drawn by The Herald & Weekly Times by random computer selection at 10am (AET) on Friday, August 20, 2021 at HWT Tower, 40 City Rd, Southbank, VIC 3006.
15. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
16. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
17. The winner will be notified by telephone or email within two days of the draw. Winner of the prize will be published using their first initial, surname and postcode on the Herald Sun/Transurban Run for the Kids website approximately 24 hours after the draw and will remain on the website for a minimum of 30 days.
18. Prizes will be awarded to the person named in the winning entry.
19. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.
20. Subject to State Regulation, an unclaimed prize draw will take place at HWT Tower, 40 City Rd, Southbank on Friday, November 26, 2021 at 10am. The winner of the unclaimed prize draw will be notified by telephone or email within two days of that draw. Winner of the unclaimed prize draw will be published using their first initial, surname and postcode on the Herald Sun/Transurban Run for the Kids website approximately 24 hours after the draw and will remain on the website for a minimum of 30 days.

### **Prize on offer**

21. Individual prize value is up to \$35,000 (including GST). Total prize pool value is up to \$35,000 (including GST) as at Saturday May 1, 2021. One winner will receive a Mazda CX-30 G20 Pure FWD 2.0 litre, 6-speed automatic transmission car, including 12 months registration, stamp duty, other applicable statutory charges, on-road costs, dealer delivery and administration charges. The prize does not include comprehensive insurance or any other accessories not specified. Vehicle colour is Soul Red Crystal. Promoter reserves the right to provide an alternative vehicle colour if Soul Red Crystal is unavailable at the time of the draw.
22. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

24. Prizes cannot be transferred, exchanged or redeemed for cash.
25. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
26. It is a condition of accepting the prize that the winner must attend the Herald Sun/Transurban Run for the Kids on Sunday, August 29, 2021 and participate in the prize announcement.
27. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. If an entrant under 18 years of age wins a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.
28. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.
29. Prize must be collected by 5pm (AET) on Friday, December 31, 2021. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

### **Prize clauses**

30. Collection of the Prize is the responsibility of the Prize winner. If the winner of the Prize is under the age of 18 years on the draw date, the Prize will be awarded to the winner's parent or guardian. The winner or his or her parent or guardian (as the case may be) ("**Deemed Winner**") is responsible for arranging their attendance at the premises of the dealer nominated by the Promoter to collect the vehicle. The Deemed Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in the name of the Deemed Winner prior to collection. To be eligible to claim the vehicle, the Deemed Winner must be capable of obtaining registration of the vehicle in his or her name in accordance with the applicable legislation in the State or Territory in which the vehicle is collected. If the Deemed Winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then he or she may, notwithstanding any condition set out in these conditions of entry to the contrary, assign the vehicle to another person with legal capacity for the purpose of registration of the vehicle. The winner will be responsible for collecting the vehicle within 30 days of the draw and any expenses he or she incurs while doing so.

### **Further Terms and Conditions**

31. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
32. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
33. If the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic or epidemic or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.
34. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

### **Copyright**

35. In consideration of the Promoter awarding the prize to the winner, the winner permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.

### **Limitation of Liability**

36. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter and Mazda Australia shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.

37. Without limiting the previous paragraph, the Promoter, Mazda and the Promoter and Mazda's associated agencies and companies will not be liable for any damage in transit to the prize.
38. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

### **Social Media involvement**

39. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://www.facebook.com/terms.php>

This promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php)

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.

40. Instagram membership and the use of Instagram generally are subject to the Instagram prevailing terms and conditions of use available at <http://instagram.com/legal/terms/>. The promotion is in no way sponsored, endorsed or administered by Instagram, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, the Promoter, Instagram and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.

### **Entry details and privacy**

41. The Promoter is collecting the entrant's personal information for the purpose of conducting this competition (including but not limited to determining the winner). If you are not willing for this to occur, you cannot participate in the promotion].
42. The Promoter collects information about entrants, including for example their name and contact details which are provided when entering this competition and when registering or using Promoter's services and may also collect information from data houses, social media services, Promoter's affiliates. The Promoter collects and uses that information to run this competition, to provide entrants with Promoter's goods and services including Herald Sun/Transurban Run for the Kids, to promote and improve its goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose entrants' information to its related companies, including those located outside Australia. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose entrants' information to its service and content providers, including those located outside Australia. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the competition goods and services. The Promoter may disclose entrants' personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter's contact details can be found in the [Promoter's Privacy Policy](#)
43. The Promoter may disclose entrants' personal information Mazda Australia Pty Ltd ACN 004 690 804 to assist in conducting this competition or communicating with entrants. By entering this competition, the entrant consents to the storage of their personal information on the Mazda Australia's database and Mazda Australia may use this information for the purposes of contacting the winner and delivering the Prize. Further information about how the Mazda Australia handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Mazda Australia will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Mazda Australia's contact details can be found in Mazda Australia's Privacy Policy <https://www.mazda.com.au/privacy-policy/>).