

T.I.Performance Favourite Falcon Photo Promotion

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. These Terms and Conditions will be available for download at www.tiperformance.com.au
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, its associated companies 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.
4. Promotion commences on **21/02/2016** and ends at 11:59pm AEST on **28/02/2016** (“**Promotional Period**”).
5. HOW TO ENTER:

To enter, eligible individuals must during the Promotional Period:

- a) Post a photo of their favourite Ford Falcon on the T.I.Performance Facebook page (<https://www.facebook.com/tiperformance>); or
 - b) Post a photo of their favourite Ford Falcon on their personal Instagram (www.instagram.com) account and include ‘#tiperformance’ in their post description.
6. Each individual can only enter the promotion once.
 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 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 the 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.
 8. Incomplete, illegible or indecipherable entries will be deemed invalid.
 9. 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.
 10. The judging will take place at T.I.Performance Head Office, 2/88 Fulton Street, Clayton Victoria 3168 from 6:00pm AEST on **29/02/2016**. The judges may select additional reserve entries which receive the second or third most likes, and record them in order, in case of an invalid entry or ineligible entrant.
 11. The winner will be notified by a private message on either Facebook (www.facebook.com) or Instagram (www.instagram.com) and their name published at www.tiperformance.com.au on **01/03/2016** and on T.I.Performance’s social media pages.
 12. The Promoter’s decision is final and no correspondence will be entered into.
 13. The winner is deemed to be the photo with the most likes on either Facebook or Instagram. This prize is valued at AU\$200 and will be awarded in the form of an online T.I.Performance \$200 voucher.
 14. If a winner does not claim their prize by the time stipulated by the Promoter, then their will forfeit their right to the prize.
 15. Prize must be claimed by **28/08/2016**, subject to product availability. Failure by the winner to take and have the prize delivered by this date will result in forfeiture of prize.
 16. Prize is subject to T.I.Performance Standard Terms and Conditions of Supply, available to view at www.tiperformance.com.au

17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize or an element of the prize by the time stipulated by the Promoter and/or the Promoter's representatives, then the prize or that element of the prize will be forfeited.
18. If the prize or any element of the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize or that element of the prize with a prize to the equal value and/or specification.
19. Total prize pool value is up to AU\$200.
20. Prize, or any unused portion of the prize, is not transferable, refundable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
21. 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.
22. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing Facebook and/or Instagram is the entrant's responsibility and is dependent on the Internet service provider used.
24. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

25. 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.
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 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.

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) taking and/or use of the prize.
28. In addition to the provisions specified in clause 15, as a condition of accepting the prize, the winner must sign any additional legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
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 viewed at www.tiperformance.com.au. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
30. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook and Instagram Terms of Service, which can be viewed at www.facebook.com/policies and www.instagram.com/about/legal/terms
31. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook and Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
32. The Promoter is T.I. Performance (ABN 43 421 303 784), avenues to make contact with the Promoter are listed on their website: www.tiperformance.com.au/contact/