

**Please ensure that you read and accept these Terms and Conditions before entering. If you do not accept these Terms and Conditions, then you should not enter. Privacy terms are located at rules 23-25.**

## **INDIAN MOTORCYCLE 'GOODY BAGS GIVEAWAY (the "Competition")**

### **TERMS AND CONDITIONS**

These are the terms and conditions (the "**Terms and Conditions**") that govern the relationship between you, the entrant ("**you**", "**your(s)**") and Polaris Sales Australia Pty Ltd ABN 62 088 081 949, of 36 Grimes Court, Derrimut VIC 3026, Ph. 03 9394 5610 (the Promoter, "**we**", "**our**", "**us**") in relation to the Competition.

#### **ELIGIBILITY**

1. The Competition is only open to residents in New Zealand, and are aged twenty-one (21) years old or over.
2. The following are not eligible to participate in this Competition: (a) employees of the Promoter, its parents, affiliates, direct and indirect subsidiaries, its prize suppliers, dealerships, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, web site providers, web masters and the Administrator (collectively, the "**Competition Entities**"); (b) immediate family members of such employees or of anyone with whom such employees are domiciled. In these Terms and Conditions, "immediate family" includes mother, father, brothers, sisters, sons, daughters, partner or spouse; and (c) the Judging Panel.
3. By entering the Competition under the conditions provided by rule 5 of the Terms and Conditions, you confirm that you have legal capacity to enter the Competition and agree to the Terms and Conditions (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract).

**COMPETITION PERIOD:** Commences when the first advertisement advertising the Competition is posted by the Promoter to the Facebook Group Page and closes at **11.59pm on 30 September 2022 AEST** (the "**Competition Period**").

#### **HOW TO ENTER**

4. To participate in the Competition, you will need to do the following during the Competition Period:
  - (a) Post a photo in the comment section of an Indian Motorcycle(s).
5. Your Entry must comply with the following Entry submission rules:
  - (a) You must show a photograph of an Indian Motorcycle(s).
  - (b) you must not be engaging in illegal or unsuitable/unsafe activity;
  - (c) you must not be indecent, offensive or inappropriate;
  - (d) your Entry is not spam or a scam;
  - (e) your Entry is not commercial and does not solicit business; and
  - (f) by submitting your Entry to the Competition, you agree that:
    - (i) your Entry is your own original work, that you are the sole creator, author and owner of the Entry, that you have the right to make it available to us for all purposes of the Competition without any time or territorial limit, and no other persons appear in the Entry;
    - (ii) your Entry does not contain any content which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable law;
    - (iii) your Entry does not infringe any law or any intellectual property, privacy, publicity or other rights of any third party; and
    - (iv) on request of the Promoter, you shall supply copies of all such consents, permissions, confirmations and releases.

Failure to do so may result in your Entry being rejected and/or your disqualification and we may select an alternative winner. Interpretation and application of this rule 7 shall be at our sole discretion.

6. By entering the Competition and submitting an Entry you agree that:

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- (a) such Entry, with the exception of personally identifiable information as identified in Promoter's Privacy Policies (as applicable and available at <https://www.polaris.com/en-us/privacy/>) are deemed to be non-confidential and non-proprietary, and the Promoter shall have no obligation of any kind with respect to such Entries;
- (b) the Promoter will have the right to exhibit Entries on the Competition Website, as well as on Promoter's websites, publications and social media platforms. When doing so, the Promoter will make reference to the Competition. No compensation other than the corresponding Prize shall be due to the winner. **You should not provide any materials or information that you do not want published on the aforementioned media or presented to other users of the aforementioned media.**

## **PRIZE**

7. Prize: There will be a total of three prize packs comprising of the following:
  - 7.1 1 x Duffle Bag, 1 x T-Shirt, 1 x Hat, 1 x Mug and 1 x Key Ring valued at NZD\$445.15 including GST ("PRIZE")
  - 7.2 The total prize pool for the Competition is valued at NZD\$1335.45 including GST.
- 8 The prize may only be redeemed by the winners.
- 9 The prize must be accepted as awarded and is non-transferable or convertible to cash or other substitutes and cannot be used in conjunction with any other vouchers, offers or discounts.
- 10 If due to circumstances beyond our control we are unable to provide the stated prize(s), we reserve the right to award a substitute prize(s) of equal or greater value. Winners will not be entitled to any additional compensation in the event that the prize or element of the prize has been substituted at equal or greater value.
- 11 The Prize will be delivered to the Prize Winners addresses. The Prize Winners are responsible for the Prize once received. Any ancillary costs associated with the claim of the Prize is the sole responsibility of Prize Winners.

## **WINNER'S SELECTION**

- 12 All valid and eligible Entries will be judged by a panel of three (3) judges chosen by us and will include at least one (1) independent judge ("**Judging Panel**"). The Judging Panel will choose the winning Entry based on the following criteria: maximum 50 points in total: (a) Authentic and Emotive - up to 20 points; (b) Creative and Strong Contrast - up to 10 points; and (c) Clear Communication - up to 20 points ("**Judging Criteria**").
- 13 The Judging Panel will select the winners at the Promoter's offices within five (5) days of the end of the Competition Period in accordance with the Judging Criteria and with these Terms and Conditions. The Judging Panel's decision is final and binding - no correspondence will be entered into.
- 14 We will notify the winners by Facebook Messenger within 2 business days of the winner's selection. The winners must confirm acceptance of the prize by reply Facebook Messenger no later than five (5) days after notification by the Promoter in order to accept the prize.
- 15 We reserve the right to select an alternative winners in the event that:
  - (a) a winner cannot be contacted after two (2) attempts within three (3) business days of the winner's selection; and/or
  - (b) a winner does not confirm their acceptance of their prize within five (5) days of notification by the Promoter; and/or
  - (c) we have reasonable grounds for believing that a winner has contravened any of these Terms and Conditions; and/or
  - (d) a winner is unable to accept the prize.
- 16 Where an event described in clause 16 occurs, the next Entry that scores best against the Judging Criteria, as determined in the discretion of the judges, will be deemed the alternative winner.

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## **17 PERSONAL INFORMATION**

18 We collect participants' personal information (including name, age, email address and mobile number) for our legitimate interests, including in order to conduct and administer the Competition and to inform entrants, upon request, of the winners' details (in accordance with rule 2-4 above) and fulfilling the prize where applicable. If the information requested is not provided, an entrant may not take part in the Competition. The declared winner's information may be seen by the Judging Panel, solely to determine the winner's selection. If the information requested is not provided, you may not take part in the Competition. If you are declared a winner, you authorize us to share your information with the prize suppliers. For more information about the manner and purposes for which we collect and use personal information, and your rights in respect of the personal information that we hold, please visit our privacy policies <https://www.polaris.com/en-us/privacy/>

Entrants have a number of rights in relation to their information, including rights to request access, correction or deletion of the information collected and/or processed by us about them. These rights can be exercised by making a written request to [riders@indianmotorcycle.com](mailto:riders@indianmotorcycle.com)

19 The Promoter may use the winners' personal information (including the winners' names, biographical information, photographs or other likeness in all media and formats whether now or later known or developed, without any time or territorial limit and without further notice or compensation, and may require their appearance at publicity events without any additional compensation (save for reasonable travel expenses) as required by the Promoter to identify them as the winner of the Competition (including on the Promoter's or any third party media company's websites, publications and social media platforms) without any further reference, payment or other compensation to the winner.

20 Unless participants have explicitly opted-in to receiving marketing communications from us, the Promoter will destroy other personal information collected from participants within two months after the Competition is completed, save for information used for publicity purposes, which may remain available on the Promoter's or third party social media or other platforms.

## **GENERAL**

21 By participating in the Competition, you agree to be bound by these Terms and Conditions under the conditions provided by rule 5 of the Terms and Conditions (which may be amended or varied at any time by us with or without notice in accordance with rule 27 below) and by our decisions, which are final in all matters relating to these Terms and Conditions, the Competition and/or the results and no correspondence or discussion shall be entered into.

22 All changes to the Terms and Conditions will be posted in revised terms and conditions on the Website.

23 You shall be solely responsible for the content of your Entry submitted to this Competition and you agree to indemnify and hold us harmless from and against any liability, claims and demands arising in connection with the content of your Entry submitted to this Competition.

24 We accept no responsibility for any illegible or incomplete Entries or any incorrect or inaccurate information or lost or late Entries. To the extent permitted by law, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, line failure, theft or destruction or unauthorized access to Entries, and/or the Competition Website lost or delayed whether or not arising during operation or transmission as a result of server functions, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions, virus, bugs or other causes outside its control or failure to receive Entry information by the Promoter on account of technical problems or traffic congestion affecting the entry collection process.

25 To the extent permitted by applicable law, by participating in this Competition, entrants agree that the Promoter and the Competition Entities (the "**Released Parties**") will (except in relation to claims for personal injury or death caused) have no liability for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind (including without limitation, direct, indirect, incidental, consequential, or punitive damages) to persons or property resulting in whole or in part, directly or indirectly, from, possession, misuse, non-use or use (and/or participation) of the prize (or element of the prize), entry, or participation in this Competition or in any Competition or prize related activity, including access to and use of websites connected to the Competition, any travel or travel-related activity, the prize experience or any claims based on publicity rights, defamation or invasion of

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privacy, or merchandise delivery. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to indemnify the Released Parties against, any loss, damage or injury arising from the use or participation in the prize, except to the extent any loss, damage or injury is due to the negligence or willful misconduct of the Released Parties.

- 26 No responsibility is assumed by the Released Parties if any prize (or element of the prize) cannot be awarded due to cancellations, delays, suspensions, or interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism or for any cancelled, delayed, suspended or rescheduled events once any tickets have been issued in relation to the prize for any reason whatsoever beyond its control.
- 27 These Terms and Conditions shall be governed by and construed in accordance with Australia law and any dispute arising out of or in connection with this Agreement shall be subject to the jurisdiction of the courts located in Melbourne, Australia.