

## Walk in. Dance out. Promotion TERMS AND CONDITIONS

All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant and their parent/guardian (where applicable).

### Schedule to Entry Conditions

Item	Subject	Details
1	<b>Promoter</b>	<p>Name: Hyundai Motor Company Australia Pty Limited            ABN: 58 008 995 588            Address: Cnr 394 Lane Cove Road &amp; Hyundai Drive            Macquarie Park NSW 2113            Phone: 1800 186 306</p> <p><b>("Promoter")</b></p>
2	<b>Who may enter?</b>	<p>Entry is only open to persons who meet all the following criteria:</p> <ul style="list-style-type: none"> <li>(i) Australian Resident;</li> <li>(ii) 18-85 years of age;</li> <li>(iii) Is willing, ready and able to complete all entry requirements at the times and dates set out in these Terms and Conditions.</li> </ul> <p><b>("Eligible Entrants")</b></p> <p>Employees (and their immediate families) of the Promoter and its contractors and agencies associated with the promotion are ineligible to enter. "Immediate family" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.</p>
3	<b>Promotional Period</b>	The promotion starts at 12.01am <b>AEDT on 17 October 2017</b> and closes at <b>11.59pm AEDT on 27 November 2017 ("Promotional Period")</b> .
4	<b>(a) How to enter?</b>	<p>During the Promotional Period:</p> <ul style="list-style-type: none"> <li>(i) Eligible Entrants must complete the online Registration Form at <a href="http://www.walkindanceout.com.au">www.walkindanceout.com.au</a>. Eligible Entrants will be required to complete their first name, last name, mobile number, email address and postcode to register.</li> <li>(ii) Upon completion of the Registration Form, Eligible Entrants will automatically receive an email confirming their entry and will also be provided with a link to a digital 'unlock code' page which is required to proceed further.</li> <li>(iii) Eligible Entrants must visit a participating Hyundai dealership of their choice and request an 'unlock code'.</li> <li>(iv) Eligible Entrants must then click on the link included in the email confirming their entry into the promotion by entering the unlock code provided by the Hyundai dealership.</li> <li>(v) Upon entering the unlock code, an Eligible Entrant will be advised instantly as to what Prize they have won.</li> </ul>
	<b>(b) Maximum number of entries</b>	Limit of one (1) entry per person during the Promotional Period.

5	(a) <b>List of Prizes</b>	<p>There will be 8,188 Prizes awarded in this promotion:</p> <ul style="list-style-type: none"> <li>• Three (3) Hyundai Kona valued at \$27,000 each, including on-road costs. See Item 10 for Additional Terms. Maximum retail value of each Hyundai Kona is \$27,000. Total value of all Hyundai Konas to be won \$81,000.</li> <li>• Five (5) Trips for two (2) people to Kona, Hawaii, via Honolulu. Each Hawaii Trip includes: two (2) x economy airfares from the winners' nearest capital cities, (taxes included), seven (7) nights twin share, 4 Star accommodation in Hawaii, eight (8) days standard car hire (conditions will apply), two (2) recreational experiences to the value of A\$500, and A\$2,000 spending money. See Item 10 for Additional Terms. Maximum retail value of each Hawaii Trip is \$16,000. Total value of all Hawaii Trips to be won \$80,000.</li> <li>• Fifty (50) \$250 cash prizes to be provided by EFT to the winner's preferred bank account. Total value of all \$250 cash to be won \$12,500.</li> <li>• One hundred and thirty (130) Hyundai A-League double passes to a local team match (as selected by the Promoter). Maximum retail value of each Hyundai A-League double pass is \$80. Total value of all Hyundai A-League double passes is \$10,400.</li> <li>• Eight thousand (8,000) pairs of Kona sunglasses. Maximum retail value of each pair of sunglasses is \$2. Total value of all sunglasses to be won is \$16,000</li> </ul>
	(b) <b>How winners are determined</b>	<p>The first one hundred and ninety four (194) correct entries received each day during the Promotion Period will receive a prize randomly awarded by the Promoter, except for correct entries received on:</p> <ul style="list-style-type: none"> <li>- 21<sup>st</sup> October 2017 where the first two hundred and four (204) correct entries received will receive a prize,</li> <li>- 28<sup>th</sup> October, 4<sup>th</sup> &amp; 26<sup>th</sup> November 2017 where the first two hundred and two (202) correct entries received will receive a prize,</li> <li>- 11<sup>th</sup> November 2017 where the first two hundred (200) correct entries received will receive a prize</li> </ul> <p>Entrants will be informed instantly if they are a winner of one of the Prizes after completion of all entry requirements as set out in Item 4(a).</p>
	(c) <b>Maximum value of prizes</b>	Total maximum value of the Prize pool is \$199,900.
6	<b>Winner notification</b>	Entrants will be notified instantly by email if they are a winner of one of the Prizes. Winners of a Hyundai Kona, Hawaii Trip, cash or Hyundai A-League double pass will be contacted in writing by email and by phone within 2 business days of completing all entry requirements as set out in Item 4(a). The final date of any notification will be 28 November 2017.
7	<b>Winner publication</b>	All winners will be notified instantly by email what Prize they have won upon completion of the entry requirements as set out in Item 4(a). The winners of the three (3) Hyundai Konas will also be announced in The Australian newspaper on 5 December 2017.
8	<b>Redraw or redetermination of winner</b>	The Promoter may conduct a further draw or draws on <b>7 March 2018</b> in order to distribute any Prize unclaimed by this date, subject to State and Territory legislation. The winner/s, if any, will be notified in writing by email within two business days of the draw. Any winner of an unclaimed Hyundai Kona will be announced in The Australian newspaper on <b>14 March 2018</b> .
9	<b>Permit numbers</b>	Authorised under <b>NSW Permit No. LTPS/17/18643, ACT Permit No. TP17/02048 &amp; SA Licence No. T17/1930.</b>
10	<b>Additional terms</b>	<p>• <b>Hyundai Kona Prize:</b> A new Hyundai Kona with automatic transmission, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. Exact colour of vehicle awarded is determined by the Promoter in its absolute discretion. The winner may be required to collect the Hyundai Kona from their nearest authorised Hyundai dealership.</p>

		<ul style="list-style-type: none"> <li>• <b>Hawaii Trips:</b></li> <li>• Any guest under 21 years of age must travel with their parent or legal guardian.</li> <li>• Car rental conditions apply (including but not limited to minimum driver age 21 and maximum driver age 85, the nominated driver must have held a full licence for at least 1 year prior to the commencement of the trip. If the winner doesn't meet the criteria they must nominate a guest who meets the car rental company's requirements and the guest must be the nominated driver on the rental agreement).</li> <li>• Winners and their guests must meet the eligibility requirements of ESTA for entry into the USA and will be responsible for securing their ESTA (visa waiver), prior to their trip.</li> <li>• Winners will be required to sign a Prize acceptance form including liability and publicity waiver, within 6 weeks of being advised of being a winner, to formally accept the Prize.</li> <li>• Winners must finalise the prize booking within 12 weeks of being advised they are a winner. All travel must be completed within 12 months of Prize notification. Winners must book at least 60 days prior to intended travel departure.</li> </ul> <p>Each of the three (3) Hawaii Trips are single event holidays and cannot be separated into different holiday vacations.</p> <ul style="list-style-type: none"> <li>• Availability cannot be guaranteed during Christmas, school holiday and special event periods.</li> <li>• AUD\$2,000 spending money (winner only) to be paid by cheque or eft into an account in the winner's name.</li> <li>• Winners and their travel companions must travel together on the same flights and stay at the same accommodation.</li> <li>• No compensation or alternative travel plans will be arranged should any winner and/ or their travel companions miss their outbound or return flights, or fail to meet any check in requirements, for any reason. These costs will be the responsibility and expense of the winner and their travel companions.</li> <li>• A credit card imprint will be required from each winner at check-in to the hotel for all incidental charges.</li> <li>• Once bookings are confirmed, no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$150 including GST plus supplier charges which is payable by each winner.</li> <li>• Travel suppliers/airlines to be chosen at the discretion of 33 Degrees Worldwide Pty Ltd (the Prize Agency).</li> <li>• Comprehensive travel insurance is compulsory and is at the expense of the winner and their travel companions.</li> <li>• In the event that an element of any travel prize is cancelled or postponed for any reason, the winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the Prize.</li> <li>• Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the Prize winner (and their companion if applicable) including but not limited to all meals, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs.</li> <li>• The winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.</li> </ul>
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## Entry Conditions

### 1 ENTRY

- 1.1 Entry is only open to those clubs specified in Item 2 of the above Schedule to Entry Conditions ("Schedule").
- 1.2 To enter, eligible entrants must follow the instructions specified in Item 4(a) of the Schedule.
- 1.3 Entrants must not enter more than the number of times specified in Item 4(b) of the Schedule.
- 1.4 All entries must be received by the Promoter by or in the period indicated in Item 4(a) of the Schedule. Entries are deemed to be received at the time the Promoter receives the entry in its promotion database, and not at the time of transmission by the entrant.
- 1.5 The Promoter may, at any time, verify the validity of entrants and entries (including an entrant's identity, age, place of residence and whether they hold any driver's licence required to enter this promotion). Entrants must fully cooperate with the Promoter in connection with such verifications.
- 1.6 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. However, the Promoter may (but is not obliged to) at its discretion accept an entry which contains errors or omissions.
- 1.7 All costs with entering this promotion (including without limitation, costs in accessing any website) is the entrant's responsibility.
- 1.8 If this promotion involves the entrant participating in any physical or sporting activity, the entrant acknowledges and agrees that:
  - (a) the entrant is fit, in good health, and not aware of any reasons that may harm or endanger their health by participating in such

- activities. Without limitation, the entrant warrants and agrees that at the time they participate in the activities, they will not be pregnant, under the influence of drugs or alcohol, and will not have any heart condition, abnormal blood pressure, epilepsy, pre-existing injury or any other medical condition that might make it unsafe for them to participate in the activities;
- (b) the entrant may be required to undertake tasks that may be physically challenging and may involve risks of injury, illness or death, some of which may be obvious and others that may not be obvious;
  - (c) the entrant may be required to sign an indemnity form (with content that the Promoter determines in its discretion) before participating in the activities, and if they refuse to sign the indemnity form, this will disqualify the entrant and the Promoter may select another person to replace the entrant at its sole and absolute discretion;
  - (d) the Promoter will not be responsible or liable for any personal injury, illness or death caused to the entrant or any other person in connection with the entrant's participation in the activities; and
  - (e) the entrant must conduct themselves in an appropriate manner and follow the Promoter's instructions and all venue rules and regulations at all times.
- 1.9 If this promotion involves the entrant submitting any photographs, images, films, recordings, footages, videos, sms or mms messages, testimonials, comments, artistic works, literary works, information, materials or documents to the Promoter ("**Content**") then the entrant agrees that:
- (a) the entrant must not submit any Content that is unlawful, fraudulent, defamatory, offensive, obscene, derogatory, discriminatory, pornographic, sexually inappropriate, insulting, scandalous, violent, abusive, harassing, threatening, inflammatory, not suitable for children under 15 years, unlawful, libellous, hateful, objectionable in relation to race, religion, ethnicity or gender, capable of encouraging conduct that would be considered a criminal offence, capable of violating any law, capable of giving rise to a civil liability or otherwise unsuitable or inappropriate;
  - (b) the entrant must not submit any Content that breaches or may breach any intellectual property, privacy, publicity or other rights;
  - (c) the Content is the entrant's own original independent creation and does not include any third party's intellectual property or infringe any third party's intellectual property rights;
  - (d) the entrant is fully responsible for the Content. The Promoter will not be liable for the Content or its use in any way;
  - (e) before submitting the content, the entrant has obtained or obtains the consent of all persons who appear in the Content to in relation to the use of the Content for this promotion;
  - (f) the Content has not been published previously or used in any other promotion;
  - (g) the Content will not contain viruses or cause injury or harm to any person or entity;
  - (h) the entrant will comply with all applicable laws and regulations, including without limitation, those laws governing intellectual property, content, defamation, publication, privacy and the access and use of computer or communication systems;
  - (i) the Promoter may review all Content and may at any time reject, remove or take down any Content (wholly or partially) at its sole and absolute discretion without notice if it considers, discovers or suspects the Content not to comply with any of these Term and Conditions;
  - (j) the entrant must comply with all requests by the Promoter to remove, take down or edit any Content;
  - (k) unless clause 1.10 applies, the entrant grants the Promoter, its affiliates, agencies and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, disclose and display the Content for any purpose and in any media and medium, without compensation, liability, restriction on use, attribution of the entrant's moral rights. Entrants warrant that they have full authority and rights to grant such rights to the Promoter.
  - (l) the entrants must not assert any moral rights in connection with the Content;
- 1.10 If the Promoter requires, all title and property in any Content will be transferred from the entrant to the Promoter and the entrant will not be entitled to any compensation for such transfer.
- ## 2 PRIZES
- 2.1 The prizes in this promotion include the prizes set out in Item 5(a) of the Schedule. The entrant agrees to any terms relating to the prizes set out in Item 5(a) of the Schedule.
  - 2.2 Prize winners will be selected in accordance with the method set out in Item 5(b) of the Schedule.
  - 2.3 Prize winners will be notified in accordance with the terms set out in Item 6 of the Schedule, and their names and/or suburbs will be published in accordance with the terms set out in Item 7 of the Schedule.
  - 2.4 The entrant must ensure they provide their correct contact details to the Promoter, and to notify the Promoter of any changes to their contact details before the date and time for announcing winners. The Promoter will not be liable if it cannot contact any winner because of any incorrect contact details provided by an entrant.
  - 2.5 If a winner is under 18 years, the Promoter may award the prize to the winner's parents/guardian on the winner's behalf.
  - 2.6 If the Promoter requests, the winner (and any parent or guardian of the winner) must provide the Promoter with proof of identity before being eligible to claim a prize. 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.
  - 2.7 If any prize or portion of a prize is unavailable, the Promoter may at its sole and absolute discretion substitute the prize or portion of that prize with a prize of equal value and/or specification, subject to any directions from any regulatory authority, if applicable.
  - 2.8 The maximum prize pool value is set out in Item 5(c) of the Schedule. The Promoter accepts no responsibility for any variation in the total prize value or any individual prize value.
  - 2.9 Prizes or any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless the Promoter agrees otherwise in writing.
  - 2.10 Prizes are awarded subject to the standard terms and conditions of individual prize and service providers.
  - 2.11 Any ancillary costs associated with redeeming a prize (including without limitation, transportation costs) are not included and are the responsibility of the winner.
  - 2.12 The entrant agrees to the terms concerning (if applicable) redraws and redetermination of winners set out in Item 8 of the Schedule.
  - 2.13 These Terms and Conditions and any promotional materials connected with this promotion do not include by implication any term, condition, representation or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, image, manufacture, design or performance of any of the prizes, to the fullest extent permitted by law.
- ## 3 PRIVACY
- 3.1 The Promoter collects the entrant's personal information to conduct this promotion and may, for this purpose, disclose such information to third parties, including without limitation, to its agents, contractors, affiliated entities, service providers, prize suppliers and Australian regulatory authorities.
  - 3.2 The Promoter may, for an indefinite period, unless otherwise advised by the entrant, use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any opt out, access, update or correct information request to the Promoter. A copy of the Promoter's privacy policy can be viewed at <http://www.hyundai.com.au/privacy>.
  - 3.3 Entrants consent to the Promoter using their name, suburb of residence, photo, likeness, image, voice, recording, film and/or footage in any media for an unlimited period without remuneration to promote this promotion (including any outcome), and promote any products and services that the Promoter supplies or distributes.
- ## 4 SOCIAL MEDIA
- 4.1 If the entrant is required to enter this promotion using a Facebook, Twitter, YouTube, Instagram or any other social media website, the entrant agrees:
    - (a) to comply with (where applicable) Facebook's, Twitter's, YouTube's, Instagram's and any other social media website's terms and conditions in relation to promotions, including (as applicable) Facebook's Statement of Rights and

- Responsibilities, Twitter's terms of service, YouTube's terms of service and Instagram's terms of use;
- (b) that this promotion is in no way sponsored, endorsed or administered by, or associated with (where applicable) Facebook, Twitter, YouTube, Instagram or any other social media website (unless otherwise specified); and
  - (c) that any questions comments or complaints about this promotion must be directed to the Promoter and not to (as applicable) Facebook, Twitter, YouTube, Instagram or other social media website.

## 5 GENERAL

- 5.1 All of the Promoter's decisions in connection with this promotion are final and binding, and no correspondence will be entered into regarding the decisions, subject to any directions from any regulatory authority, if applicable. All decisions are made at the sole and absolute discretion of the Promoter.
- 5.2 Entrants agree to indemnify and keep indemnified the Promoter against all losses, costs, expenses, damages or liabilities that the Promoter suffers or incurs or is likely to suffer or incur, and against all claims, demands, proceedings, suits and actions against the Promoter in connection with an entrant's breach of any of these Conditions.
- 5.3 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.4 The Promoter may at its sole and absolute discretion and to the full extent permitted by law:
  - (a) invalidate any entry;
  - (b) disqualify any entrant; and/or
  - (c) modify, suspend, terminate or cancel the promotion, as appropriate,for any reason the Promoter deems appropriate at its discretion, including without limitation if:
  - (d) any entry does not comply with any of these Conditions, is incomplete or indecipherable, or is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents;
  - (e) any entrant does not comply with these Term and Conditions or tampers with the entry process;
  - (f) the promotion is not capable of being conducted as reasonably anticipated;
  - (g) any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
  - (h) any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs; and/or
  - (i) any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion.
- 5.5 To the extent permitted by law, the Promoter (including its respective officers, employees, directors, contractors, agents and affiliated entities) is not responsible for and excludes all liabilities (including exclusion of all liabilities for negligence, personal injury, illness and death of any person), losses, expenses, damages, costs, claims, demands, proceedings, actions and suits (whether or not direct, indirect, special, consequential) arising as a result of or in connection with any of the following:
  - (a) any technical difficulty, equipment malfunction, problem with networks or communication lines, traffic congestion, infection by computer virus or bug, bad weather or act of God occurs;
  - (b) any theft, fraud, unauthorised, unexpected or third party access, interference or intervention occurs; and/or
  - (c) any act, omission, failure or delay occurs which is not reasonably within the Promoter's control, or which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion;
  - (d) entry or prize claim that is late, lost, altered or damaged, whether or not due to the Promoter's act, omission or fault;
  - (e) variation in prize value to that stated in these Terms and Conditions;
  - (f) entrant's or other person's participation in this promotion;
  - (g) damage caused to any prize in transit before the prize winner takes possession;
  - (h) tax liability incurred by a winner or entrant;
  - (i) use or misuse of the prize;
  - (j) invalidation of any entry;
  - (k) disqualification of any entrant; and/or
  - (l) any cancellation, termination, modification or suspension of this promotion.
- 5.6 If any Hyundai vehicle is to be loaned to an entrant or winner, such loan is subject to the Promoter's standard terms and conditions in relation to vehicle loan arrangements. The entrant or winner must sign any document or agreement that the Promoter requires before accepting and using the loan vehicle (including any deed of release and indemnity). Without limiting the terms in the vehicle loan agreement, the entrant or winner agrees that:
  - (a) the vehicle must be collected and returned at a time and to a location the Promoter requires; and
  - (b) the entrant or winner will be responsible for all fuel costs and traffic infringement fines, penalties and tolls incurred during the loan period.
- 5.7 The entrant must comply with all additional terms set out in Item 10 of the Schedule.
- 5.8 Where applicable, the permits/licences issued for the conduct of this promotion are set out in Item 9 of the Schedule.