

HYUNDAI EASTER EGG HUNT CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

ELIGIBILITY

2. Entry is only open to residents of Australia aged 16 years or older (**Entrants**).
3. Entrants aged under 18 years must obtain the consent of their parent or legal guardian to enter the promotion and provide Personal Information about themselves. All entries of Entrants who are under the age of 18 and enter the promotion without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid.
4. These Conditions of Entry will bind the Entrants and any parent or legal guardian who gives their consent (for Entrants aged under 18 years). If a winner is aged under 18 years, the prize will, at the sole discretion of the Promoter, be awarded to the parent or legal guardian who consented to the winner entering the promotion on behalf of the winner and that parent or legal guardian must accompany the Entrant when claiming the prize.
5. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers, venues and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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.

PROMOTIONAL PERIOD

6. The promotion commences at **12:00am (AEST)** on **09/04/20** and ends at **11:59PM (AEST)** on **15/04/20 (Promotional Period)**.

HOW TO ENTER

7. To enter the promotion, Entrants must, during the Promotional Period:
 - A. Locate the three (3) separate codes in three (3) separate Easter egg image pop-ups on the Hyundai Australia website (www.hyundai.com/au/en) and;
 - B. Access the entry form via the content posted on the Hyundai Australia Instagram, Facebook, LinkedIn, Twitter or the Hyundai website. From here one must fully and correctly complete and successfully submit the online entry form in the manner required, including providing the Entrant's full name, valid email address, mobile number and the three (3) codes that the Entrant identified and;
 - C. In twenty-five (25) words or less provide a creative response to the promotional question: *"Where you think the best place to hide an Easter egg in a Hyundai is?"*
(together, an **Entry**).
8. Only one Entry per person is permitted.
9. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter.
10. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. Reasonable variations will be accepted for the three required codes (including differences in capitalisation and hyphenation). An Entry will be deemed invalid should the Entrant input incorrect, erroneous, ineligible or incomprehensible codes.
11. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their Entry form will render their Entry invalid.

12. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
13. The use of any automated Entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render any Entry submitted by that Entrant invalid.

WINNER DETERMINATION

14. All eligible Entries received throughout the Promotional Period in accordance with Condition 7 will be judged by a panel of appropriately qualified judges at **11:00am** (AEST) on **11/05/19** at 394 Lane Cove Rd, Macquarie Park NSW 2113 to determine five (5) winners.
15. All eligible Entries will be judged on the basis of the creativity and originality of the response that outlines the "*Best place to hide an Easter egg in a Hyundai.*" This is a game of skill, and chance plays no part in determining the winners. The winners will be notified in writing by email within five (5) business days of the judging, and their name and locality may be published on the Promoter's Website on **18/05/19** and will remain on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify the winners of the results of the judging will be taken by the Promoter. The Judges' decision is final, and no correspondence will be entered into.

PRIZES

16. The 5 (5) Entries judged to be the best from all eligible Entries received during the Promotional Period will each win one (1) Visa gift card (**Gift Card**) valued at **AUD\$1000.00**.
17. A prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party such as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.
18. The winner(s) (or their parent or legal guardian, if any winner is aged under 18 years) will be contacted by the Promoter to arrange for collection of the Prize Pack from the Hyundai dealership nearest to their usual residential address, as nominated by the Promoter in its sole discretion.
19. The Promoter reserves the right to request the winner(s) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner(s) and before issuing the prize.

20. It is a condition of accepting a prize that the winner(s) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion. If a winner is under 18 years of age, their parent or legal guardian must also agree to and sign such documents (if requested by the Promoter).
21. The total maximum promotional prize pool value is **\$10,000.00**.
22. The prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer.
23. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.

GENERAL

24. Each Entrant whose Entry is judged to be one (1) of the five (5) best judged Entries must confirm their eligibility to be awarded the prize and their ability to accept the prize within **14 business days** of being successfully notified by the Promoter that their Entry has been judged as one (1) of the five (5) best judged Entries, otherwise their Entry will be deemed invalid. In the event that the Promoter cannot successfully contact an Entrant who submitted the best judged Entry within **14 business days** of the judging, or in the event of an invalid Entry, or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to accept the prize, the Promoter may, in its sole discretion, award the prize to the next best judged Entry. The Promoter will continue this process until an Entrant has been successfully contacted and the Entrant has confirmed their eligibility to be awarded the prize. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to be awarded the prize will the Entrant, subject to these Conditions of Entry, be deemed a winner.
25. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then all the entries of that Entrant may be ineligible and deemed invalid.
26. The Promoter reserves the right to verify the validity of any and all Entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
27. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
28. Any attempt to cause malicious damage or interference with the normal functioning of the online Entry form, or the information on the online Entry form, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in

connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

29. The decision by the Promoter to accept or reject an Entry is the Promoter's sole discretion and no correspondence will be entered into. Any Entry that contains content that the Promoter in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any Laws or other rights of any person, corporation or entity will not be accepted as an eligible Entry into the promotion. This includes but is not limited to any Entry which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.
30. By entering the promotion, Entrants acknowledge and agree that they have procured permission to upload the photo(s) included in their Entry (including from any person(s) featured in the photo(s)).
31. By entering the promotion, Entrants acknowledge and agree that their Entry and their name and/or locality may be featured on the Promotional Website for public viewing during the Promotional Period and in perpetuity (unless otherwise requested). Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
32. As a condition of entering this promotion, each Entrant consents to, in the event they are the winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are the winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
33. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each Entry fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawing, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials where required for entry into the promotion, unless the Entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An Entry submitted without obtaining such written consent may result in the Entry becoming invalid for the purposes of the promotion and/or the Entrant being subject to legal liability. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or to infringe any Intellectual Property Rights or other rights of any person, corporation or entity, will not be accepted as eligible entries into the promotion. This includes, but is not limited to, any Entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the promotion. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into.
34. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and the Promotional Page will remain or be vested in the Promoter. Participation in the promotion by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services. The Promoter, on a case by case basis, and to the extent required, grants to each Entrant a non-exclusive license for the Promotional Period to use the promotional material and the Promoter's brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Entrant to participate in the promotion.
35. By entering the promotion, each Entrant grants to the Promoter a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferrable license (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such license) to use their Entry for the purposes of marketing and promoting the Promoter and/or its goods

and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant and without any further compensation payable to the Entrant. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in their Entry pursuant to the *Copyright Act 1968* (Cth), including the Promoter having an unfettered right to treat the Entry in any manner at its discretion, to alter the Entry in any manner and to the Promoter not attributing authorship of the Entry to the Entrant.

36. Entrants are solely responsible and liable for their Entries and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any content posted on the Promotional Website in accordance with its prevailing terms and conditions of use. Any entries that are removed by the Promoter from the Promotional Website will not be considered eligible entries for the purpose of the promotion. The Promoter is not responsible and excludes all liability (to the greatest extent allowable by law) for the content of any entries submitted for the purposes of the promotion (including but not limited to any illegal, incorrect or inaccurate content or third-party advertising).
37. To the extent permitted by law, each Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry; (iii) a negligent, wilful or otherwise wrongful act or omission of the Entrant; (iv) fraudulent or dishonest acts or omissions by the Entrant; (v) any breach by the Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and (viii) any claim or allegation that the Entrant's Entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
38. If the prize or element of the prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
39. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including for reasons relating but not limited to war, terrorism, state of emergency or disaster (including natural disaster), pandemic, epidemic, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under application State or Territory legislation.
40. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.
41. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

PRIVACY

42. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
43. An Entrant also agrees that the Promoter may, in the event that the Entrant is a winner, publish or cause to be published, the Entrant winner's name and locality in any media.
44. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at privacy@hyundai.com.au. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by contacting the Promoter or via the Promoter's website www.hyundai.com/au/en/privacy.
45. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
46. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trademarks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise. "**Laws**" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia. "**Losses**" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
47. **Promoter:** Hyundai Motor Company Australia Pty Limited (ABN 58 008 995 588) of 394 Lane Cove Road, Macquarie Park New South Wales 2113 Phone: (02) 8873 6000.