

PORT TO PORT MTB COMPLIMENTARY RIDE ENTRY

TERMS AND CONDITIONS

PARTICIPATION

1. This item is offered by Zubini Marketing and Management, ABN 50 118 404 596 trading as Port to Port MTB of GO5, 75 Tulip Street, Cheltenham, VIC, 3192.
2. All ride information published by Zubini Marketing and Management form part of these conditions. By accepting/bidding on/winning/receiving this item, entrants accept these conditions.
3. This ride entry is only available to the intended recipient, to be used as he/she deems appropriate.
4. This ride entry is only available for the 2017 Port to Port MTB (May 25 – 28, 2017).
5. Each Eligible Entrant acknowledges and agrees that Port to Port MTB (and each of its assignees and licensees) has the right, in its absolute discretion, to edit, amend, copy, reproduce, use, publish, broadcast and communicate to the public, the entry in any media including television and the internet, without any further consultation, reference, payment or other compensation. Each Eligible Entrant also agrees that they will not make any claim against Port to Port MTB (or its assignees and licensees) arising from the exercise of these rights, including claims in relation to any moral rights that they may otherwise have.

RIDE ENTRY

6. This ride entry is a once-off entry into the 2017 Port to Port MTB:
 - a. 4 day full event ride option OR 2 day Weekend Warrior option (recipient's choice).
 - b. Transport, accommodation, meals and other incidentals are NOT included.
7. The recipient agrees that any and all promotional material in any form that is proposed to be created, used or distributed in connection with using the ride entry must be approved by Port to Port MTB prior to any public release.
8. The recipient agrees to comply with any terms and conditions imposed by Port to Port MTB in connection with the Giveaway, this includes abiding by the Port to Port MTB Terms of Entry.
9. The ride entry must be taken as offered or will be forfeited.
10. Where the ride entry involves the recipient attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, that part of the ride entry may be forfeited without compensation at Port to Port MTB's discretion, subject to the approval of any relevant authorities, where required.
11. A four-day ride entry is valued at \$440 AUD including GST as at 7 Feb 2017. A ride entry value is the recommended retail value as provided by the event. Port to Port MTB takes no responsibility

for any variation in the ride entry's value due to exchange rate changes or otherwise.

12. Any additional costs not expressly stated, but which may be incurred in acceptance and use of the ride entry, are the responsibility of the recipient. This includes but is not limited to return travel to and from the event, parking, merchandise, food and drinks consumed and all other ancillary costs.
13. No compensation will be payable if a recipient is unable to take any element of the ride entry as stated, or does not satisfy any conditions of use for any element of the ride entry (including conditions imposed by event organisers or staff, or other providers, such as health, behaviour, age and safety requirements), for whatever reason. Any part of the ride entry that is not taken for any reason is forfeited and no compensation will be provided.
14. If a ride entry (or part thereof) is unavailable for any reason, Port to Port MTB may, in its absolute discretion, substitute alternative goods or services of equal or higher value. Port to Port MTB accepts no other liability or responsibility for any loss incurred by a recipient or any other party if a ride entry (or part thereof) is unavailable for any reason.
15. Other than as expressly stated in these conditions, a ride entry is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another prize including cash, except at Port to Port MTB's discretion.

RECIPIENT(S)

16. The recipient must notify their acceptance of the complimentary ride entry by registration into Port to Port MTB prior to May 1, 2017. Each participating MTB Club will be sent a unique registration code, valid for one registration. The recipient must visit www.porttoportmtb.com/registration, enter their details and the supplied code in order to claim this ride and enter into the race.
17. The ride entry notification will include instructions as to how the recipient is to claim the ride entry. The ride entry will only be awarded following any validation and verification that Port to Port MTB requires in its sole discretion.
18. If: (i) a ride entry is not claimed by a recipient; or (ii) a recipient is determined by Port to Port MTB to be ineligible to redeem the ride entry in accordance with these conditions, the relevant ride entry will be forfeited.

GENERAL

19. If for any reason this Giveaway is not capable of running as planned, or is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, weather event, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), Port to Port MTB reserves the right to cancel, terminate, modify or suspend the Giveaway, or invalidate any affected entries.
20. Port to Port MTB assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) Port to Port MTB or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any

theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Giveaway; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Giveaway (whether as a result of one of the foregoing causes or otherwise); or (v) any delay in delivery (when not directly caused by Port to Port MTB or its supplier), or failure of safe delivery of a ride entry.

21. All of Port to Port MTB's decisions in relation to all aspects of this Giveaway are final and no correspondence will be entered into. Failure by Port to Port MTB to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. A recipient accepts a ride entry at their own risk. Any tax or legal liability arising as a result of accepting a ride entry is the responsibility of the recipient. Independent financial and legal advice should be sought.
23. To the full extent permitted by law, Port to Port MTB, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Giveaway or ride entry, including without limitation: (i) any indirect, special, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death. To the extent that such liability cannot be excluded by law, it is limited to the minimum allowable by law.
24. The recipient(s) agree to indemnify and keep indemnified the Related Parties in respect of any legal liability that may have (whether under tort, statute, contract, negligence or otherwise) to any third party which arises from or out of the recipient's acceptance of the ride entry.
25. The recipient(s) must, at Port to Port MTB's request, participate in any promotional activity (such as publicity and photography) surrounding winning the ride entry, free of charge, and consent to Port to Port MTB using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional material and/or social media including Facebook, Twitter and Instagram, and in any traditional media at any time without notification or compensation, financial or otherwise.

PRIVACY STATEMENT AND MARKETING CONSENT

26. The recipients' personal information is collected by or on behalf of Port to Port MTB to enable Port to Port MTB and its agents to manage, administer and promote the ride entry and, where applicable, publicise the recipient(s). The personal information may also be provided to persons assisting Port to Port MTB, including marketing agencies and IT providers, social media channels and related companies.
27. If a recipient does not provide the personal information Port to Port MTB requests, Port to Port MTB may not be able to enter them into the event. All personal information is handled in accordance with these conditions and Port to Port MTB's Privacy Policy.