
KIA CS SURVEY PROMOTIONS

TERMS AND CONDITIONS OF ENTRY

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. Authorised under NSW Permit No. LTPS/20/44005 and ACT Permit No. TP 20/00776

Who can enter

4. Subject to clause 4, entry is open to all residents of Australia who have fulfilled the requirements set out below ('**Eligible Entrants**').
5. Employees, and their immediate families, of the Promoter, Potentiate Pty Ltd (<https://www.potentiate.com>) and associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 first cousin.
6. Any entrant who is under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation.
7. The Promoter is Kia Motors Australia Pty Ltd (ABN 97 110 483 353) of 67 Epping Road, Macquarie Park, NSW 2113 (the '**Promoter**').

How to enter

8. To enter Eligible Entrants (consumers who have purchased and consumers who have serviced their vehicle with a Kia dealer and have completed a survey) must, during the

Promotional Period (defined below) visit the website URL provided in the promotional message sent to the entrant by the Promoter and then follow the prompts on screen to input the requested details and fully complete the featured survey. Entrants must complete the survey and submit their entry within the timeframe specified in the survey, as set out in the table below, to enter the corresponding draw.

9. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
10. Entries must include all requested contact details, including a valid email address, to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

11. Only one entry per person will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated.

Open, Close, Draw and Publish dates

12. Competition commences on **1/07/2020** at **12:00 am** and closes **31/12/2020** at **11:59 pm** ('Promotional Period'). Two draws will take place during this time. All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
13. The winners will be the first valid entries drawn at Potentiate Pty Ltd, 347 Pacific Hwy, Artarmon NSW 2064 at **11:00 am** on the following dates. The Promoter will ensure that all entries have an equal chance of winning a prize. There will be ten winners drawn on each of the following draw dates. There will be 5 x Sales and 5 x Service winners (\$2000 in total) each quarter.

Draw	Open Date at 12:00:00am	Close Date at 11:59:59pm	Draw Date at 11:00am	Publication Date
1	01/07/2020	30/09/2020	06/10/2020	12/10/2020
2	01/10/2020	31/12/2020	12/01/2021	18/01/2021

14. The winners will be notified by email within two business days of each draw. Their names will also be published online

at <http://www.kiacustomervice.com.au/sales> and <http://www.kiacustomervice.com.au/service> on the publication date listed above.

15. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of each draw.
16. The Promoter may conduct an unclaimed prize draw on 13/04/2021 at the same time and place (Potentiate Pty Ltd, 347 Pacific Hwy, Artarmon NSW 2064) as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published online at <http://www.kiacustomervice.com.au/sales> and <http://www.kiacustomervice.com.au/service> from the fourth business day following the draw (13/04/2021).

Prize on offer

17. The total prize pool is valued at up to \$4000 (Including GST), as at 03/06/2020.
18. The prizes on offer are:

[Number]	[Full Details]	[RRP for each prize]
Five (5) x \$200 for Sales and Five (5) x \$200 for Service each draw.	Prizes are provided online via the GiftPay website (http://www.giftpay.com) in the form of eGifts. Winners may select how and where they divide the value of their prize across one or more of the vouchers on offer at GiftPay, up to the total value of \$200. Prizes will expire per the date stipulated by GiftPay and may vary depending on the eGift option chosen. All taxes (excluding GST) which may be payable as a consequence of receiving a prize are the sole responsibility of the winner. Prizes will be delivered to the address provided by the winner on accepting the prize within 28 days, subject to any processing or delivery delays. Winners will be informed of any delay. Winners are notified via email from the GiftPay eGift website.	\$200

19. Prize must be used in full within the timeframes specified and in accordance with the prize supplier's conditions of use. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

Further Terms and Conditions

20. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
21. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
22. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
23. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
24. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

25. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
26. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

27. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
28. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.kia.com.au/privacy. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Kia Motors Australia Pty Ltd (ABN 97 110 483 353) of 67 Epping Road, Macquarie Park, NSW 2113.

Copyright, Statutory guarantees, Waiver and liability

29. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
30. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites. The winners (and their companions) will not be entitled to any fee for such use.

31. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
32. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
34. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
35. 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) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.