

CHROME FEST

SHOW AND SHINE ONLINE

TERMS AND CONDITIONS



PARTICIPATION

1. ChromeFest Show and Shine Competition is conducted by Californian Cruisin Inc, ABN70624195956 ("the **Promoter**"), of Rathmines 2283
2. All entry instructions and Prize information published by the Promoter form part of these conditions. **By entering, entrants accept these conditions.**
3. The Competition is only open to individuals who are Australian residents aged 17 years or older at time of entry.
4. **COMPETITION ENTRY** commences at 8:00am on Saturday 1 August 2020 and closes at 6:00pm on Monday 31 August 2020 ("Entry Period"). Except as otherwise stated, all times are standard eastern time.
5. **ONLINE VOTING** opens to the public on Thursday 1 October 2020 and closes 11.00am Wednesday 14 October 2020.

ENTRY

In these conditions:

"**Competition Website**" means www.calcruisin.com

To enter the Competition, an Eligible Entrant must, during the Entry Period:

6. Visit www.chromefest.org where you will be redirected to the Competition Website to fill out the Entry Form and upload the necessary images.

Follow the steps to complete the Entry Form set out on the Competition website.

NOTE: You can only **select 1** of the **18** categories that your vehicle may fall within.

An Eligible Entrant can only enter the Competition **once**.

YOU MUST INCLUDE:

– A landscape size photo of your vehicle, no larger than 12Mb and named with the following convention using your name: **Firstname-Lastname.jpg**

This photo **must** show the number plate.

NOTE: Landscape images are wide, not tall.

– A scan or photo of the **registration papers for the entrant vehicle** must also be uploaded via the Entry Form (or sent separately to curlsc1@bigpond.com) using the naming convention **Firstname-Lastname-Reg.jpg**. This is required for proof of ownership, for the Promoter's use only.

7. To be a valid entry your vehicle must follow the standard entry conditions:
 - a. American cars (including Classics, Customs, Muscle Car)
 - b. Hot Rods
 - c. Holden cars up to 31 December 1978 only
 - d. Falcon cars up to 31 December 1978 only
 - e. Valiant Cars up to 31 December 1978 only
 - f. Rebodyed cars using a post 1948 chassis with a pre-1949 body

Any vehicles entered that do not meet this criterion will be deemed invalid.

8. Any entered vehicles must be **registered** in a state or Territory of Australia.
9. Entrants may only enter using a landscape size photo of a vehicle which they are the owner of or a vehicle which they are responsible for and have the express authority from the owner to enter in the competition. **For 2020 there is a limit per entrant of one registered vehicle in one category.** Any subsequent entries for the same vehicle after the first valid entry is received will be deemed invalid.
10. Entrants may only enter the Competition in their own name. Any subsequent entry from the same person after the first valid entry is received will be deemed invalid.
11. Entries must be received by the Promoter during the entry period. Entries will be deemed received at the time that the Promoter is satisfied that all necessary requirements under condition 6 and 7 have been met, and not at the time of submission by the Eligible Entrant. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries. Delays or failures in any equipment or telecommunications service used will not be considered as an excuse for late entry.
12. Cost of entry to the Competition via the internet is free, but entrants are responsible for their own internet connection for uploading their vehicle details and photo(s). Usage rates may apply for this and eligible entrants should obtain details of such costs from their service providers.
13. The Promoter may reject internet entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service.
14. Each Eligible Entrant warrants and agrees that:
 - a. They have created the entry themselves;
 - b. They are not entitled to reproduce and exploit all underlying works in the entry;
 - c. They will not submit material that is unlawful, obscene, defamatory, derogatory, abusive, harmful to any person or entity, or otherwise inappropriate or offensive, and;
 - d. They have not granted rights to their entry to any other person which is inconsistent with the rights granted to the Promoter under these conditions.
15. Each Eligible Entrant acknowledges and agrees that the Promoter (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 the internet, without any further consultation, reference, payment or other compensation. Each Eligible entrant also agrees that they will not make any claim against the Promoter (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.

16. The Promoter may, in its absolute discretion, declare an entry invalid or disqualify any entrant that tampers with the entry process or benefits from such tampering, submits an entry that is incomplete or not in accordance with these conditions, or otherwise acts in a manner that is disruptive, dishonest or calculated to jeopardise the fair and proper conduct of this Competition.
17. The Promoter reserves the right to require an entrant to verify the validity of their entry within the requested time, including but not limited to an entrant's identity, eligibility, ownership or authority to use the vehicle, age, address and to disqualify any entrant who does not satisfy any entry criteria in these conditions. Errors and omissions may be accepted at the Promoter's discretion. Proof considered suitable for verification is at the Promoter's discretion.

JUDGING AND PRIZE(S)

This Competition is a game of skill and chance plays no part in determining the winners. **The public will vote to determine the winners.**

17. There are 20 prizes to be won. The prizes consist of free car entry into ChromeFest 2021, a trophy for the category in which your vehicle has won and a \$50 gift voucher.
18. All prize announcements will take place on Sunday 25 October 2020 as follows:
 - a. The entry voted to be the best in each category will be selected as the winner and will receive a prize. All valid entries received during the Entry Period will be judged by the public during the period of Thursday 1 October to Wednesday 14 October 2020.
 - b. No compensation will be payable if a winner is unable to take any element of a prize as stated above or does not satisfy any conditions of use for any element of the prize, for whatever reason. Any part of a prize that is not taken for any reason is forfeited and no compensation will be provided.
 - c. Other than as expressly stated in these conditions, a prize is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another prize.

PRIZE WINNER(S)

19. Each prize winner will be notified by email using the details provided in the online entry within 2 business days of judging of the winner. The name of the winners along with the photo of their car will also be published on the ChromeFest Facebook page.
20. The prizes will be sent by registered post to the winners at their nominated Australian address within 28 days of the draw.

21. The prizes will only be awarded following any winner validation and verification that the promoter requires in its sole discretion.
22. If: (i) a prize is not claimed by a winner or the promoter has been unable (despite reasonable efforts) to successfully contact the winner; or (ii) a winner is determined by the promoter to be ineligible to win a prize in accordance with these conditions, the relevant prize will be forfeited and instead awarded to an eligible entrant voted to have the next best entry in accordance with the criteria set out in condition 6 and 8 or the eligible entrant entry with the next highest number of votes (category prizes).

GENERAL

24. If for any reason this competition 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), the promoter reserves the right to cancel, terminate, modify or suspend the competition, or invalidate any affected entries where required.
25. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the promoter 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 competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this competition (whether as a result of one of the foregoing causes or otherwise); or (v) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.
26. All of the Promoter's decisions in relation to all aspects of this competition are final and no correspondence will be entered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. The winner accepts the prize at their own risk.
28. To the full extent permitted by law, the Promoter, 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 competition or the prize, 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.

31. The winners must, at the Promoter's request, surrounding winning the prize, give permission for their name and photo to be used free of charge on social media platforms.

PRIVACY STATEMENT AND MARKETING CONSENT

32. Entrants' personal information is collected from entrants by or on behalf of the Promoter to enable the promoter and its agents to manage, administer and Promote the competition and, where applicable, publicise the winners. The winner's name will be published on the ChromeFest website, Californian Cruisin website and social media pages. By participating in the competition, eligible entrants' consent to these uses and disclosures of their name and car photo.

33. If an eligible entrant does not provide the personal information required, the Promoter may not be able to enter them into the competition.