



## FREE COMPETITION - Win A Hospitality Experience at the FIM World Supercross Canadian Grand Prix

### Terms & Conditions

#### Promotion and Eligibility:

1. The “Win A Hospitality Experience at the FIM World Supercross Canadian Grand Prix” promotion (**Promotion**) is conducted by SX Global Pty Ltd (ABN 79 655 772 599) of Suite 3, 65 Thomas Drive, Chevron Island, Queensland, 4217, Australia (**Promoter**).
2. Information on how to enter and the prize(s) form part of these Terms & Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
3. **IMPORTANT: THE PROMOTION IS OPEN TO PERSONS AGED 18 YEARS AND ABOVE WHO ARE RESIDENTS OF CANADA ONLY.**
4. Employees (and their immediate families) of the Promoter, and agencies associated with the Promotion are ineligible to enter. 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 first cousin.

#### **How to Enter:**

5. To enter the Promotion, an entrant must register for ticket pre-sale to the FIM World Supercross Canadian Grand Prix, Vancouver which is due to take place at BC Place, Vancouver on Saturday 28th October, 2023 and provide all the details as outlined in the entry form provided at <https://wsxchampionship.com/canadian-gp-presale-reg-eng> including the entrant’s first name, last name, email, phone number, date of birth, and country of residence.
6. The Promotion is open from 12:01am BST Friday 9<sup>th</sup> December 2022 and closes at 11:59pm PDT on Wednesday 14<sup>th</sup> June, 2023 (**Promotional Period**). Entries received after this time will not be included in the Promotion. All persons registered for ticket pre-sale for the FIM World Supercross British Grand Prix as at the commencement of the Promotional Period are automatically entered into the draw.
7. The Promotion is only open to persons aged 18 and over, and who are resident in Canada at the time of entry.
8. Each individual may enter the Promotion once only. All costs associated with entry into the Promotion are the responsibility of the entrant.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age, and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached these Terms &

Conditions, tampered with the entry process, or engaged in any unlawful or other improper or bad faith conduct designed to jeopardise the fair and proper conduct of the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from any such individual are reserved.

10. Once the Promotion has closed, one entry will be selected at random from all pre-registrations during the Promotional Period. The draw will take place at Suite 3, 65 Thomas Drive, Chevron Island, Queensland, 4217, Australia at 10:00am AEST on Thursday 15<sup>th</sup> June 2023. The first drawn entry will be the winner (**Winner**). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn, or if the Winner does not claim their prize.
11. Following the draw, one of the Promoter's representatives will call the Winner on the telephone number provided with the entry and will also send an email to the email address provided with the entry. If the entry is ineligible based on these Terms & Conditions, the Promoter reserves the right to withdraw the prize and award it to another entrant in accordance with these Terms & Conditions.
12. If the Promoter is unable to contact the Winner within 7 days of the date of the draw using the contact details provided with the entry the prize will be forfeited and will be awarded to the next additional reserve entry drawn under Section 10 above.
13. The Promoter may publish and publicise the Winner's name, image, social media handle and/or profile picture, the Winner's nearest geographical location (for example, the Winner's nearest city, town or county), and the Promoter may refer to the Entrant's (and any applicable third party's - for example a guest who participates in redemption of a prize) association with the Promotion and/or the prize, in any and all media, worldwide, in perpetuity, for publicity and PR purposes solely in connection with the Promotion. The Entrant grants the Promoter the right to use the Entrant's name, likeness, image, and voice and will procure that all the Entrant's guests who participate in redemption of a prize also grant such rights to the Promoter in connection with the foregoing.

**Prize:**

14. The Winner will receive a Hospitality Suite for them and five (5) guests of their choice, being Six (6) people in total to the FIM World Supercross Canadian Grand Prix, which is due to take place on Saturday 28th October, 2023 at BC Place The prize consists of:
  - A Corporate Hospitality Experience for six (6) people;
  - Catering and drinks provided;
  - Merchandise pack for all 6 people;
  - VIP Track Walk; and
  - Guided tour of the Team Pits by a Promoter Representative,

(the **Prize**)

15. Persons under the age of 18 may accompany the Winner in redeeming the Prize, provided such persons are accompanied by a responsible adult. The Winner and guests may be required to sign a form of release in the Promoter's discretion prior to redeeming the Prize.
16. The total minimum value of the Prize is approximately \$4,500.00 CAD
17. If the Prize (or any part of it) is unavailable the Promoter may substitute the Prize (or such part of it) with a prize to the equal value and/or specification, subject to any written directions for a regulatory authority of competent jurisdiction.
18. The Prize, or any unused portion of it, is not transferable or exchangeable and cannot be taken as cash.
19. Any other costs and expenses which are not specifically included in the Prize description are excluded and will be the sole responsibility of the winner. By way of example, without limitation, the following are not included within the Prize: travel to and from the event, accommodation, spending money, and event experiences where not already indicated.
20. At the time of publishing, no Covid-19 testing is required to attend this event. However, if advised that this situation has changed, the Winner and their guests are responsible for organising (and paying for, as appropriate) Covid-19 tests, should these be required by the event organisers. Persons who are Covid-19 positive may not be permitted to attend the event.
21. A draw for any unclaimed prizes may take place on Friday 23<sup>rd</sup> June, 2023 at the same time and place as the original draw, subject to any directions from a regulatory authority of competent jurisdiction. Winners of an unclaimed prize, if any, will be notified in accordance with Section 11 above and the Winner's name will be published on the Promoter website.

**General:**

22. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention, or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the Promotion.
23. Nothing in these Terms & Conditions limits, excludes, or modifies, or purports to limit, exclude, or modify the statutory consumer guarantees as provided under the *Australian Consumer Law* as well as any other implied warranties under similar consumer protection laws in the States and Territories of Australia. Nor does anything in these Terms & Conditions purport to limit, exclude, or modify, or purport to limit, exclude, or modify any law or regulation of any other territory applicable to the Promotion that cannot be limited, excluded, or modified. All other warranties and guarantees are excluded to the maximum extent possible at law. Except for any liability that cannot be excluded by law, the Promoter (including its directors, officers, employees, and agents) excludes all liability (including for negligence), for any personal injury, and for any loss or damage (including loss of

opportunity) whether direct, indirect, special, or consequential, arising in any way out of the Promotion.

24. For all enquiries in connection with the Promotion please contact our customer support team at [hello@sxglobal.com](mailto:hello@sxglobal.com).
25. This Promotion is governed by the laws of Queensland, Australia and each entrant submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State. Nothing in these Terms & Conditions purports to exclude the laws of, or jurisdiction of the courts of, any territory in which the Promotion is conducted to the extent such laws or jurisdiction cannot be so excluded.

**Data Protection:**

26. Entrants' personal data, and the personal data of any guest(s)/travel companion(s) provided to the Promoter by the entrant or by such individual directly, will be collected and processed by the Promoter and may be disclosed to partners involved in the Promotion, as well as the prize providers, and if applicable, the Promoter's service providers, payment providers and suppliers in order to administer and fulfil the Promotion. Such personal data may also be disclosed to relevant regulatory authorities at their reasonable request for regulatory purposes, for example, in order to prevent, investigate and detect crime, fraud or anti-social behaviour and comply with law enforcement agencies and applicable advertising codes.
27. The Promoter may hold entrant's personal data for a period of 2 years in order to comply with its regulatory obligations.
28. Entrants may be asked if they want to opt-in to marketing from the Promoter or its promotional partners when the entrant enters the Promotion. If the entrant chooses to opt-in, the Promoter and/or its promotional partners (as applicable) will use the entrant's personal data for marketing purposes.
29. By entering the Promotion, entrants acknowledge that any personal data provided by the entrant in connection with the Promotion will be processed as set out above and in accordance with the Promoter's [Privacy Policy](#) which sets out full details of how the Promoter processes personal data and how entrants can exercise their rights as a data subject. Entrants should read and understand the Privacy Policy before entering the Promotion.
30. Persons whose data the Promoter holds may request the removal of their personal details from the Promoter's database by contacting [digital@sxglobal.com](mailto:digital@sxglobal.com). If an entrant requests that their personal details be removed prior to the conclusion of a Promotion, the entrant will forfeit their right to enter the Promotion and/or claim any prize, as applicable.
31. If the entrant is required to submit a guest's personal data to enter the Promotion, the entrant must ensure that the guest(s) have given the entrant consent to provide the Promoter with their personal data.