

## MINImobro

### General Terms and Conditions

1. Entry into this competition is deemed acceptance of these terms and conditions.
  2. The promotional period commences at 12:00.01am on Tuesday 1 November 2016 (AEDT) and concludes at 11:59.59pm on Wednesday 30 November 2016 (AEDT) (**Movember 2016 Promotional Period**).
  3. There is one method of entering the MINImobro competition.
  4. Entry into this promotion is open to all Australian residents who satisfy the following conditions:
    - i who are a registered Mo Bro at [www.movember.com](http://www.movember.com) to grow a moustache to raise funds for the Movember cause during the Movember 2016 Promotional Period;
    - ii who are aged 22 years or over as at 1 October 2016;
    - iii whose ordinary place of residence is within a 150km radius of the General Post Office of an Australian State or Territory capital city;
    - iv who hold a current full unrestricted driving licence issued by a relevant Australian State or Territory, which is not under suspension or cancellation;
    - v who follow MINI Australia on Instagram;
    - vi who, during the Movember 2016 Promotional Period, upload a photo or video on Instagram of the entrants Movember moustache growth using the hashtag #MINImobro.
- (Eligibility Requirements)**
5. Employees, officers, agents, sponsors, suppliers, and advisors of Movember or MINI and their immediate families are not eligible to enter.
  6. The Promoter is the Movember Group Pty Ltd as trustee for the Movember Foundation (ABN 48 894 537 905) ("Movember").
  7. Mo Bro's who satisfy the Eligibility Requirements in clause 4 above can enter this competition as many times as they like during the Movember 2016 Promotional Period.
  8. Any entry not complying with these terms and conditions will be deemed invalid and Movember reserves the right to verify the validity of entries and to disqualify any entrant for submitting an entry which is not in accordance with these terms and conditions or who tampers with the entry process.
  9. If for any reason the MINImobro competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, vandalism, power failures, tempests, natural disasters, acts of god or nature, civil unrest, strike or any other causes beyond the control of Movember, which in Movember's opinion potentially or actually corrupt or adversely affect the administration, security, fairness, integrity or proper conduct of this competition, then subject to any compulsory law to the contrary Movember reserves the right to cancel the competition.
  10. Movember and its related bodies corporate are not liable for any loss or damage suffered (including but not limited to direct or consequential loss) nor for any personal injury sustained in connection with the competition or the prizes except for any liability which cannot be excluded by law. Entrants participate in the competition at their own risk.
  11. All entries become the property of Movember. All information contained in the entries and details of the winner will be held in accordance with the Movember Privacy Policy, which can be accessed by visiting [www.au.movember.com](http://www.au.movember.com).

12. Any request to access, update or correct any information relating to the #MINImobro competition should be directed to Movember.

#### **#MINImobro Prize**

13. Movember does not take responsibility for any technological issues that prevent a hashtag or image from being processed correctly or that cause a disparity between the time you create the hashtag and the time that it is displayed on Instagram.
14. Any images that Movember or MINI consider, at their absolute discretion, to be offensive or inappropriate will not be considered eligible entries into this competition.
15. The judging of the #MINImobro competition will take place at the premises of Movember on Monday 5 December 2016.
16. The winner will be determined by MINI and Movember at their absolute discretion based on your moustache growth and grooming style during the Movember 2016 Campaign period and the creativity of your entry. The entry determined to be the best eligible and valid entry, will win the #MINImobro prize set out below.
17. The winner as determined under clause 16 will win the following prize made available by BMW Group Australia:
  - i the rental of a MINI ("**Vehicle**") for a 6-month period commencing from 15 December 2016 (subject to availability) (the Term) for the winner's use subject to these terms and conditions and any other conditions for use of the Vehicle set out herein.
18. The total value of the prize is \$3,828 (including GST). All prize values are in Australian dollars.
19. The winner acknowledges that MINI may provide two or more Vehicles during the Term, but not more than one Vehicle at any given time and which may not necessarily be identical, by reason that each Vehicle made available must not be used for a period exceeding 10,000km.
20. The winner must notify MINI if the Vehicle made available for the Term registers 7,000km or more on its odometer at any time. The winner further agrees and acknowledges that MINI may contact the winner on a periodic basis to obtain the odometer reading of the Vehicle for various purposes, including coordination of servicing, repairs and change over if necessary. Notwithstanding the above MINI reserves the right to recall the Vehicle at any time during the Term in its sole discretion and in the case of such recall, will provide the winner with a replacement vehicle.
21. The Vehicle may only be redeemed by a winner aged 22 years or older holding a current full unrestricted driving licence issued by the relevant Australian State or Territory, which is not under suspension or cancellation and cannot be assigned or transferred to any other person or redeemed for cash or another prize of equivalent value.
22. The winner is responsible for pick up and return of the Vehicle from an authorised BMW/MINI dealership located in either Adelaide, Perth, Brisbane, Gold Coast, Sunshine Coast, Melbourne, Sydney or Newcastle. Any ancillary costs associated with redeeming the Vehicle, including but not limited to, travel to and from the dealership, petrol and any accommodation as required are the responsibility of the winner.
23. The Vehicle shall remain the property of MINI throughout the Term. MINI shall ensure that the Vehicle is registered with an appropriate State or Territory authority.

24. The winner must not sell, assign, pledge, mortgage, lease or encumber the Vehicle at any time.
25. Subject to clause 26 below, MINI shall insure and keep insured the Vehicle during the Term in MINI's name as owner against all loss or damage of any kind including damage by fire, accident or theft. If the winner is involved in an accident, causes damage to the Vehicle or if the Vehicle is damaged or destroyed during the Term, the winner agrees to indemnify MINI for the costs of repairs to or replacement of the Vehicle for the amount determined by MINI at its sole discretion. The decision of MINI in this regard is final.
26. All costs relating to insurance, registration, service and repairs (subject to clause 25 above) of the Vehicle shall be borne by MINI except for the following items:
  - i The winner shall be responsible for and shall indemnify MINI against (and the insurance specified in clause 25 shall not cover) all losses, damages, costs, expenses and injuries caused to, or by, the Vehicle arising from:
    - a. Any breach of these Terms and Conditions including Conditions of Use of the Vehicle set out herein; or
    - b. Any negligence or wilful act or omission of the winner.
27. The winner shall be responsible for any petrol costs, tolls, fines, penalties or any other charges incurred for driving, parking and traffic infringements (including speeding and right light camera fines) whilst the Vehicle is in the custody or control of the winner.
28. MINI may at any time request to inspect or test the Vehicle and to exercise any of its rights and powers under these Terms and Conditions.
29. The winner shall make the Vehicle available for collection by MINI upon reasonable notice by MINI including on expiration of the Term and shall, if necessary, allow MINI to enter upon any premises of the winner to retake possession.
30. If the Vehicle is involved in an accident or damaged in any way, MINI must be immediately notified and an Accident Damage Report in the form required by MINI is required to be completed and forwarded to the MINI Fleet Controller within 48 hours of the damage occurring.
  - i If the Vehicle is stolen the winner shall promptly notify MINI and provide MINI with all relevant details.
  - ii Repairs to the Vehicle are not to be undertaken without the written consent of MINI or its appointed assessor.
  - iii The winner must maintain the Vehicle in excellent condition and keep the Vehicle clean and tidy at all times.
  - iv Smoking is not permitted in the Vehicle and the winner shall be liable for any damage, rectification or cleaning costs as a result of any breach of this condition.
  - v MINI may require the maintenance of a log book by the winner for tax or traffic infringement purposes. The winner will be notified by MINI if such a requirement is imposed.
  - vi The Vehicle is not to be driven by or lent to anyone and the only authorised driver of the Vehicle is the winner. A breach of this condition will result in immediate termination and surrender of the Vehicle. MINI will not be liable for any loss, cost or any claim for damage by the winner as a result of such termination and surrender.
  - vii The Vehicle may not be claimed by the winner if the award or enjoyment of the Vehicle is not duly appointed by any relevant laws. The Vehicle may not in any circumstances be redeemed for cash or any other prize of equivalent

value. MINI will not be liable for any loss, cost or any claim for damage by the winner as a result of this condition.

- viii The Vehicle is not to be driven by anyone under the influence of alcohol in excess of the legal limit or under the influence of any drug, medication or other intoxicating substance.
- ix No modifications are to be made to the Vehicle without the prior written approval of MINI.
- x The Vehicle is to be serviced (if required) by an authorised MINI Dealer only.
- xi The Vehicle must at all times be driven in accordance with the applicable road rules.
- xii The Vehicle shall not be used:
  - a. for any race, contest or illegal purpose;
  - b. to convey passengers or goods for hire;
  - c. to convey any load more than what the Vehicle was constructed for;  
or
  - d. for any purpose other than the purpose for which the Vehicle was built.

#### **Notification and second chance draw**

- 31. The winner of the #MINImobro competition will be notified by telephone on Friday 9 December 2016. This will be confirmed in writing by mail or email and the #MINImobro prize will be made available for collection by the winner from Thursday 15 December 2016 subject to stock availability. The name and suburb of the #MINImobro winner will be published on the website [www.au.movember.com](http://www.au.movember.com) and in the Australian newspaper on Thursday 15 December 2016.
- 32. Movember's decision as to the selection of the #MINImobro winner is final and not subject to negotiation. The #MINImobro prize can only be claimed by verbal or written acceptance of the winner.
- 33. Subject to these Terms and Conditions, if a prize is not claimed or taken/redeemed by a winner by Monday 9 January 2017, the prize will be forfeited.
- 34. If any prize is unavailable, MINI reserves the right to substitute the prize with a prize of equal or greater value and/or specification.
- 35. If the #MINImobro prize is not claimed in accordance with clause 33 above, a second round of judging will take place at the premises of Movember at 11:00:00am on Tuesday 10 January 2017 (AEDT). The second round winner (if it occurs) will be notified by Wednesday 11 January 2017 in the same manner as set out in clause 31 above. The name and suburb of the #MINImobro winner will be published on the website [www.au.movember.com](http://www.au.movember.com) and in the Australian newspaper on Wednesday 18 January 2017.