

200816 v1 TERMS AND CONDITIONS XCARS.COM - STANDARD COMPETITION TERMS

1. Qualifying Persons

1.1 xcars.com.au ('Promoter', 'our(s)') operate competitions - skill based games resulting in the allocation of prizes in accordance with these terms and conditions on the website www.xcars.com.au (the 'Website') - (the 'Campaigns(s)').

1.2 The Campaigns are open to all persons aged 18 and over and the age of majority in their country of residence except for the Promoter's employees or members of their immediate family, agents or any other person who is connected with the creation or administration of our Competitions.

2. Legal Undertaking

2.1 By entering a Competition the entrant ('Entrant', 'you', 'your(s)') will be deemed to have legal capacity to do so, you will have read and understood these terms and conditions and you will be bound by them and by any other requirements set out in any related promotional material.

2.2 Competitions ('Campaigns') are governed by Australian Law and any matters relating to the Competition will be resolved under Australian Law and the Courts of Australia shall have exclusive jurisdiction.

2.3 In the event that you participate in a Competition online via the Website, and by accepting these terms and conditions you confirm that you are not breaching any laws in your country of residence regarding the legality of entering our Competitions. The Promoter will not be held responsible for any Entrant entering any of our Competitions unlawfully. If in any doubt you should immediately leave the Website and check with the relevant authorities in your country.

3. Competition Entry

3.1 Competitions may be entered on our website only

3.2 Availability and pricing of Competitions is at the discretion of the Promoter and will be specified at the point of sale on the Website.

3.3 "Your XCars Account(s) In order to enter a Competition, you will need to register an account with us. (a) You can register an account exclusively on our Website. (i) To register an account online you will be asked to provide an email address or sign in via your Facebook account. (b) Please note that your email address or Facebook account or dummy email will also be the username that you use to log in to your account. Each account can only have one username attributed to it at any given time ("XCARS Account"). Therefore, you cannot attribute multiple email addresses, dummy email addresses or Facebook accounts to your XCARS Account. For example: (i) You cannot have an email address and a Facebook account attributed to your XCARS Account. (ii) You cannot have two or more email addresses attributed to your XCARS Account. (iii) You cannot have an email address and a dummy email address attributed to your XCARS Account. You can however, change your

username for your XCARS Account by logging into your XCARS Account. For example, you can create your XCARS Account using one email address and at a later date change your username for your XCARS Account to another email address. However, if you create multiple accounts using different email addresses, Facebook and/or dummy email addresses, each username will be treated as a separate XCARS Account.

3.4 To play the game you must select the coordinates of the image where you believe the centre of the key item would be located. A panel of relevant topic judges will submit their interpretation of where the item should reside and the closest participant to this mark will be deemed the winner. Judges will be relevant subject matter experts of the topic; As an example, in a 'spot the ball' campaign, the judging panel may consist of relevant players or officials of the sport, in a 'count the sweets' type campaign the panel may consist of confectioners.

3.5 When participating in a Campaign online via the Website, follow the on-screen instructions to:

(a) select the Campaign you wish to enter and when you are ready to purchase your Ticket(s), provide your contact and payment details. You will need to check your details carefully and tick the declaration, confirming you have read and understood the Competition terms and conditions;

(b) once you have purchased your Tickets, play the Challenge in accordance with 3.4

When your payment has cleared we will then contact you by email to confirm your entry into the Competition. Please note that when entering online you will not be deemed entered into the Competition until we confirm your Ticket(s) order back to you by email.

3.6 The Promoter reserves the right to refuse or disqualify any incomplete Entries if it has reasonable grounds for believing that an Entrant has contravened any of these terms and conditions.

3.7 To the extent permitted by applicable law, all Entries become our property and will not be returned.

3.8 Competitions: Entries are limited to fifty (50) per person, per Competition. Abuse of this limit will not be tolerated and if the Promoter has reasonable grounds to believe that an individual is exceeding this limit by entering a Competition using multiple accounts, it reserves the right at its sole discretion to void any orders, any Game Credit earned or to award any prize to the next closest entrant.

3.9 In addition, if any person using a single account exceeds 50 entries in a single Competition for any reason, the Promoter will without notice firstly on a chronological basis with respect to orders, and then on a sequential basis with respect to ticket references contained within an order, void any tickets exceeding the first 50 tickets entered into the Competition.

4. Promotion Periods

4.1 Each Competition will run for a specified period of up to 6 months or at such a point when all tickets are sold. Please see each Competition for details of start and end times and dates ('Promotion Period(s)'). 5. Competition Judgement the position of the centre of the key

item will normally be determined after the close of the Competition by an independent Judge or panel of Judges (subject experts appointed by the Promoter – the 'Judge') using their relevant experience and in the presence of a qualified lawyer and a representative from the Promoter ('Judge's Position'). In certain cases and at the discretion of the Promoter, the position of the Judge's Position may be determined by the Judge before the Competition starts, and will immediately be encrypted and stored securely on our database.

4.2 Within fourteen (14) days of the end of the respective Competition, the Judge's Position will be computed against the database of coordinates to mathematically calculate which of the valid and eligible Entries received by the Promoter is closest to the Judge's Position, and therefore the winning Entrant (the 'First Prize Winner') of the prize. The First Prize Winner will be the person who correctly identifies, or if no one is correct, who is closest to, the Judge's Position. For the avoidance of doubt, distance will be measured by calculating the straight line distance from each valid and eligible Entry to the Judge's Position ('Distance').

4.3 In the event that there are two or more Entrants with valid and eligible Entries that are equally close to or exactly match the Judge's Position (each a 'Tie Break Entry'), the entrants to whom such Tie Break Entries belong, identified by their XCARS will participate in a tie break mechanic to determine the First Prize Winner for such Competition as follows: (a) Tie Break Scenario 1 – in the event that each of the Tie Break Entrants has made multiple Entries to the Competition: in Tie Break Scenario 1, the other Entries to the Competition made by each Tie Break Entrant using the same XCARS Account as their respective Tie Break Entry will be used to determine the First Prize Winner as follows - the First Prize Winner will be determined by calculating the Distance of the next closest Entry to the Judge's Position (excluding the Tie Break Entry) ('TB1 Entries') made by each Tie Break Entrant in that Competition ('Tie Break 1'). In the event that Tie Break 1 results in a tie break, the Tie Break 1 process will be repeated until there are no more TB1 Entries to judge. For the avoidance of doubt, it is not necessary for the Tie Break Entrants to have made the same number of Entries. However, judging under Tie Break 1 will cease when there are no longer sufficient TB1 Entries to compare. For example, if the first Tie Break Entrant has made a total of 5 Entries and the second Tie Break Entrant has made a total of 10 Entries, judging will cease after a maximum of 4 rounds of Tie Break 1 because the first Tie Break Entrant has no further TB1 Entries to compare. If a winner cannot be determined by using the Tie Break 1 process, such tied entrants ('TB1 Tie Break Entrants') will participate in Tie Break 2 (defined in (b) below);

(b) Tie Break Scenario 2 – in the event that one or more of the Tie Break Entrants has only made one (1) Entry to the Competition or in the event that Tie Break 1 results in a tie break: the Tie Break Entrants or the TB1 Tie Break Entrants (as relevant) will be asked to take part in another Challenge using a new photograph in order to determine a single First Prize Winner (the 'Tie Break 2'). Tie Break 2 will be entered and judged on the same terms as the original Challenge and there will be no additional payment due. In the event that Tie Break 2 results in a tie break, the Tie Break 2 process will be repeated with the respective tied Entrants until there is a single First Prize Winner. If the Promoter is unable to contact one or more of the Tie Break Entrants or the TB1 Tie Break Entrants (as relevant) for Tie Break 2, within five (5) days of identifying such Tie Break Entrants (or TB1 Tie Break Entrants as relevant), Tie Break 2 will be concluded without that particular Tie Break Entrant or the TB1 Tie Break Entrant (as relevant). All Tie Break Entrants, including those that we were unable to contact will be automatically allocated a tie break prize in accordance with rule 7.1(i). Tie Break 1 and Tie Break 2, together referred to as "Tie Break". 5.4 In the event that there are

4.4 Tie Break Entries, the respective Tie Break Entrants will participate in the Tie Break 2 process as specified above.

4.5 The Runners Up if applicable will be chosen using the same process as set out in accordance with the rules above.

4.6 The First Prize Winner, the Runners Up and the Tie Break Entrants are all referred to as 'Winner(s)'.

4.7 The Promoter will attempt to contact Winner(s) using the telephone numbers and email address provided at the time of Entry (or as subsequently updated) and held securely in our database. It is the Entrant's sole responsibility to check and update these details. If for any reason they are taken down incorrectly, the Promoter will not be held responsible. Entrants must carefully check their contact details have been recorded correctly.

4.8 If for any reason the Promoter is unable to contact a Winner within 5 days (which may be extended at the sole discretion of the Promoter) of the end of a Competition or the Winner fails to confirm acceptance of the prize or the Winner is disqualified as a result of contravening any of these terms and conditions, the Winner will forfeit the prize and it will be awarded to the Entrant with the next closest coordinates, as defined in the judging process. For the avoidance of doubt once the prize has been forfeited the original Winner, Runners Up or Tie Break Entrants will have no further claims against the Promoter.

4.9 In the event that the Promoter has to close a Competition early for reasons beyond its control, the Winner will be selected from all valid and eligible Entries received by the Promoter prior to the date of closure. The Promoter also reserves the right at its sole discretion to extend the closing date of any Competition.

5. Participator's Details

5.1. All Entrants are automatically entered onto the Promoter's database for the purpose of conveying information as to the status of their Competition, as well as any future Promotions or Competitions offered by the Promoter.

6. Winner's Details

6.1 The First Prize Winner will be required to send a copy of their passport to the paid or delivered. Any failure to meet these obligations may result in the First Prize Winner being disqualified and the Promoter choosing an alternate winner.

6.2 All Winners will also be required to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public relations by the Promoter in connection with the Competition and in identifying them as a winner of a Competition.

6.3 Following receipt and verification of the details requested above by the Promoter, the Winners will be contacted in order to make arrangements for delivery of the prize. At this point the Winners must choose between the prizes available (as detailed in the Competition prize information on the Website) and notify the Promoter of their choice in writing.

7. Competition Prizes

7.1 Competitions are comprised of a new car for each campaign. For the avoidance of doubt, there will be only one prize awarded for each Competition/Campaign ('First Prize'). Please also note the following:

(a) During the course of a Competition, if due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated First Prize, the Promoter reserves the right to award a selection of substitute car of equal or greater value.

(b) The cars owned and displayed by the Promoter consist of both registered and unregistered vehicles. Please note also that some of the cars exhibited may be for presentational purposes only.

(c) If the First Prize Winner would like to take a car that the Promoter does not already own (provided that it has been offered as a prize by the Promoter on the Website or at a Physical Location), an order will be placed by the Promoter. Please note that if the Winner decides to do this, delivery may take up to 12 months for certain cars and cars will be ordered in basic specification. All cars will be ordered in Australia from Australian dealers only. Bespoke options and upgrades can be added at the First Prize Winner's request but must be paid for by the First Prize Winner in advance. The First Prize Winner will not be awarded Game Credit on their competition entries.

(d) The vehicle will be delivered with GST and duty paid. Delivery to the final destination will be included as part of the Prize. The Promoter reserves the right not to deliver to other countries.

(e) The Promoter will pay towards the servicing and insurance for the first year of car ownership of the First Prize. Invoices for servicing and insurance will need to be supplied to the Promoter before any money will be credited and the First Prize Winner must own the car for a full 12 months from the date of delivery. The Promoter will pay the First Prize Winner the following sums for insurance. A car won with AUD RRP \$0- 30,000 will receive \$750 towards insurance. A car won with AUD RRP \$30,001-70,000 will receive \$1,000 towards insurance. A car won with AUD RRP of \$70,001-120,000 will receive \$1,500 towards insurance. A car won with AUD RRP \$120,000+ will receive \$2,000 towards insurance. It will be the First Prize Winner's responsibility to organise their own insurance and pay for it directly. The First Prize Winner's car insurance will be reimbursed by the Promoter only in respect of the car they have won, and will be paid at the lesser of the invoiced 12 month insurance premium or the maximum value as stated above (which is dependent on the value of the car won). Servicing will be undertaken by a main dealer and be subject to normal road use only. The Promoter will only cover the standard manufacturer first year servicing costs, and will not be responsible for vehicle damage, wear and tear (to components such as tyres, brakes or clutch), or for faults caused by a lack of maintenance, neglect or improper use of the vehicle. The maximum the Promoter will pay for servicing costs in the first year is \$800. Invoices for insurance and servicing will be reimbursed by the Promoter 12 months after date of delivery of the car

(f) Tie Break Entrants: For the avoidance of doubt, the car won by the First Prize Winner will be the car attributed to the ticket that was equidistant from the judge's position and not any car attributed to subsequent entries that may be used to establish the First Prize Winner. Anyone involved in a Competition Tie Break, except the First Prize Winner will automatically receive \$500 cash

7.2 All other expenses not expressly specified herein are the sole responsibility of the Winners.

7.3 All prizes are subject to the terms and conditions of the prize provider, manufacturer or supplier.

7.4 Each First Prize must be accepted as awarded and is non-transferable or convertible to other substitutes and cannot be used in conjunction with any other vouchers, offers or discounts, including without limitation any vouchers or offers of the Promoter or other prize suppliers.

8. Refer a Friend

8.1 The Refer a Friend scheme is operated in good faith to reward customers for referring genuine friends and acquaintances as new customers to the Promoter. Referrals are limited to 10 per customer. Abuse of this system will not be tolerated and if the Promoter has reasonable grounds to believe that new users are not genuine individuals it reserves the right at its sole discretion to void any orders and/or Credit earned as a result of the scheme, and to disqualify such individual as a Prize Winner.

9. Signup Bonus

9.1 The Promoter operates a New Customer Sign Up Bonus to reward new customers that register with the Promoter with a \$5 credit. This reward is limited to one per individual customer. Abuse of this system will not be tolerated and if the Promoter has reasonable grounds to believe that an individual is registering multiple accounts, it reserves the right at its sole discretion to void each and every order entered and/or Game Credit earned as a result of the Sign Up Bonus (including for the avoidance of doubt their first and original order which would have qualified had they not abused the Sign Up Bonus), and to disqualify such individual as a Prize Winner.

10. Storage

10.1 The Promoter can store the chosen prize free of charge for 30 days after notifying the First Prize Winner, at the end of which time the First Prize will be delivered to the Winner.

11. Winners' Personal Data

11.1 Acceptance of the prize by the Winner will mean they are required to have their photo and video taken by the Promoter for promotional purposes (Public Relations and Marketing), both immediately after their win and in the future for use in accordance with rule 6.2, unless prohibited by law. By entering a Competition, you agree to the use of your name, address (city/town/suburb only), and/or photograph or other likeness, as well as your appearance at publicity events without any additional compensation (save for reasonable travel expenses) and as required by the Promoter if you are declared a Winner.

12. Limits of Liability The Promoter makes no representations or warranties as to the quality/suitability of any of the goods or services offered as prizes. Except for liability for death or personal injury caused by the negligence of the Promoter, the Promoter shall not be liable for any loss suffered or sustained to person or property including, but not limited to, consequential (including economic) loss by reason of any act or omission by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods by any person to the prize Winner(s) and, where applicable, to any family/persons

accompanying the Winner(s), or in connection with any of the Competitions promoted by the Promoter.

13. Electronic Communications

13.1 No responsibility will be accepted for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet, accessibility or availability or for traffic congestion or unauthorised human act. The Promoter shall use its best endeavours to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the prize is awarded incorrectly, the Promoter reserves the right to reclaim the Competition prize and award it to the correct Entrant, at its sole discretion and without admission of liability. The Promoter shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom an award has been incorrectly made, and no compensation shall be due. The Promoter shall use its best endeavours to ensure that the software and website(s) used to operate its Competitions perform correctly and accurately across the latest versions of popular internet, tablet and mobile browsers. For the avoidance of doubt, only the ticket coordinates recorded in our systems, howsoever displayed or calculated, shall be entered into the relevant Competition and the Promoter shall not be held liable for any competition entries that occur as a result of malfunctioning software or other event. Competition coordinates may be checked at any time by accessing your account at XCARS.com.

14. Data Protection Notice

14.1 Any personal data that you supply to the Promoter or authorise the Promoter to obtain from a third party, for example, a credit card company, will be used by the Promoter to administer the Competition and fulfil prizes where applicable. In order to process, record and use your personal data the Promoter may disclose it to:

- (i) any credit card company whose name you give;
- (ii) any person to whom the Promoter proposes to transfer any of the Promoter's rights and/or responsibilities under any agreement the Promoter may have with you;
- (iii) any person to whom the Promoter proposes to transfer its business or any part of it;
- (iv) comply with any legal or regulatory requirement of the Promoter in any country; and
- (v) prevent, detect or prosecute fraud and other crime. In order to process, use, record and disclose your personal data the Promoter may need to transfer such information outside the United Kingdom, in which event the Promoter is responsible for ensuring that your personal data continues to be adequately protected during the course of such transfer.

15. Promoter

15.1 XCARS C/O Anton International Pty Ltd, 25 Jacquard Way, Port Kennedy, Western Australia, 6172 email: info@XCARS.com Web: www.XCARS.com. A list of winners and their home town will be available for one (1) month after the end of each Competition by sending an email to the Promoter. T&C Version 20.08.16v1