



AUSTRALIAN MOTORCYCLE FESTIVAL 9 - 10 NOV 2019

📷 SNAP 📌 POST 📷 TAG INSTAGRAM COMPETITION

TERMS & CONDITIONS

PARTICIPATION

1. This competition ("Competition") is conducted by Yamaha Motor Australia Pty. Ltd. (Yamaha Motor Australia) ABN 88 002 556 989, of 489-493 Victoria Street, Wetherill Park, NSW 2164, Australia. Phone: 1800 123 100 ("the Promoter").
2. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry:
 - (i) is an Australian resident aged 18 years or older.
 - (ii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and
 - (iii) is not a spouse, de-facto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. Competition entry opens at 8:00am AEST on 9 November 2019, and closes at 11:59pm AEST on 10 November 2019. All times and dates are times and dates in Sydney, Australia. After this date, no further entries to the competition will be permitted. The Promoter will not be held responsible for registrations not received for whatever reason.

ENTRY

5. To enter, an Eligible Entrant must have a current Instagram Account and follow the entry instructions in these conditions;
 - (i) The "Entry Period"
 - (a) Entry Opening Time: 8:00 am (AEST)
 - (b) Entry Opening Date: 09/11/2019
 - (c) Entry Closing Time: 11:59 pm (AEST)
 - (d) Entry Closing Date: 10/11/2019
6. All Eligible Entrants must ensure that their entries are posted online during the Entry Period. All Eligible Entrants may only enter the competition using their own name.
7. Eligible Entrants must;
 - (i) Follow [@yamahamotoraus](#) on Instagram
 - (ii) Take a photo with the ShopYamaha frames at the Australian Motorcycle Festival, Wollongong during the Entry Period (9-10 November 2019) and upload it to their Instagram Account.
 - (iii) Tell us in 25 words or less, why you should WIN a Yamaha Apparel & Merchandise pack valued at \$750 and use the hashtag [#shopyamahaau](#) in the comments section below the post.
8. By entering this competition, entrants accept these conditions and acknowledge that the Promoter reserves the right to moderate and remove any submissions deemed offensive or contrary to the Promoter's policies.
9. There is ONE (1) major prize of the Yamaha Motorcycle Festival to be Won. Total prize pool is \$750.
10. Entrants are allowed multiple entries within the competition period. The competition is based on a game of skill and the winner with the best caption will be selected by the Promoter. The winner will be notified by a direct message (DM) on Instagram or via email/telephone from Yamaha Motor Australia.
11. All entrants must ensure that their entry is received by the Promoter during the Entry Period. The Promoter takes no responsibility for any late or misdirected entry or for any delays or failures in any telecommunications service or equipment.

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12. All entries to the competition may be subject to verification by the Promoter. The entrant **MUST** ensure they have provided the information requested in condition SIX (6) to prove their eligibility to enter or win the competition. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
- (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or
 - (ii) fails to produce items as required by condition six (6) or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - (iii) in the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or
 - (iv) in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.
13. Eligible Entrants must make their internet entries manually using an internet browser and/or via the official Instagram app. The Promoter may reject entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service.

WINNER & PRIZE

14. The Promoter reserves all rights relating this competition and can't be challenged by the participants. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered in this regard.
15. There will be ONE (1) winner selected. The prize winner entry will be drawn at 9am AEST on Tuesday, 12 November 2019, at Yamaha Motor Australia, 489-493 Victoria Street, Wetherill Park, NSW, 2164.
16. The name of any resulting winner(s) and their State or Territory of residence will be published on the Yamaha Motor Australia website. The winners will be notified via direct message (DM) on Instagram or via email/telephone within TWO (2) days of the drawn date using the details provided on their entry form. Any redraw prize winner(s) will be notified within TWO (2) days of the redraw via email and/or telephone using the details provided in their entry.
17. The winner will be required to provide the Promoter with identification when claiming their prize.
18. A right to receive the prize is not transferable and not redeemable for cash or other services.
19. Any entrant who has entered into the competition in accordance with Condition 2, who wishes to withdraw their participation can email shop@yamaha-motor.com.au and can request for their entry to be removed from the draw.
20. The winner(s) agree to the use of his/her name and image in any publicity material. Any personal information relating to the winner or any other entrants will be used solely in accordance with our Privacy Policy and the Privacy Act and will not be disclosed to a third party without the entrant's prior consent. By entering the competition, you agree from time to time to receive promotional material from Yamaha Motor Australia Pty. Ltd and to not opt out of receiving such communications during the entry period.
21. If for any reason the winner cannot be contacted or does not claim the prize within 14 days of notification, the prize will be forfeited and instead awarded to another entrant in a redraw. Any such redraw will be made from a pool of the remaining entrants and will take place at 9am on 26 November 2019 at the same location as the original draw.

INSTAGRAM

22. The Competition is in no way sponsored, endorsed, administered by, or associated with, Instagram.
23. By entering the Competition, each entrant releases Instagram from any and all liability to the entrant arising in any way from the conduct of the Competition.

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24. All information provided by a Promotion entrant is provided to the Promoter and not to Instagram.

GENERAL

25. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition and these Terms & Conditions without notice. Any changes to the competition will be notified to entrants as soon as possible by the Promoter.
26. 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 unauthorized 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).
27. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.
28. All the Promoter's decisions are final, and no correspondence will be entered into.
29. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' 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 prizes, including:
- (i) any indirect, economic or consequential loss;
 - (ii) any loss arising from the negligence of a Relevant Party;
 - (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.
30. If any provision of these conditions is unenforceable for any reason, it will be severed, and the remaining provisions will remain in full force and effect.
31. Entrants consent to the collection, use and disclosure of their personal information by the Promoter to enable it to manage, administer and promote the Competition and publicise its winners and, if an entrant consents, may be used to market its products to the entrant in accordance with the Promoter's Privacy Policy. The personal information of the winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities. If an entrant does not provide accurate personal information to the Promoter, the Promoter may not be able to enter them into the competition and determine that they are not eligible to win the prize. To view the information on how to access, correct or make a complaint about the personal information the Promoter holds about you, read the Promoter's full Privacy Policy at www.yamaha-motor.com.au/privacy
32. All entry instructions and prize information published by the Promoter form part of these conditions. Entry into the competition will be deemed as acceptance of these terms and conditions.