#### THE 17TH TOYOTA DREAM CAR ART CONTEST

## Conditions of Entry

#### General

Toyota Motor Corporation Australia Ltd (Promoter) invites eligible entrants to get creative and participate in the 17th Toyota Dream Car Art Contest promotion (Promotion).

Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry.

Entry is open to Australian residents in three age categories: under 8 years; 8-11 years; and 12-15 years. Entrants must enter in their relevant age category. Entrants must be the relevant age prior to the entry close date of 22<sup>nd</sup> December 2023 for the category in which they submit an entry. If an entrant's birthday falls before the close date and it puts them in an older category, their entry will be judged in that older category.

## 2. Parent/guardian consent on behalf of child

As only persons aged under 18 years are eligible to participate in the Promotion, an adult parent or guardian must provide consent for the entrant to participate in the Promotion. By entering the Promotion, the adult parent or guardian (as applicable) agrees to the terms and conditions of the Promotion and gives permission for their child to participate in the Promotion.

#### 3. Entries

To enter the Promotion, entrants must submit an original piece of artwork depicting their idea of 'My Dream Car' in accordance with these Conditions of Entry.

**Entries must:** 

- a. Be the original work of the entrant, and not of any other person. "Collaborative artwork" or artwork drawn by multiple individuals will not be accepted;
- b. Not be previously published artworks, artworks that have been entered in any other contest, or the same artwork of a previous winner of a Toyota Dream Car Art Contest;
- c. Not infringe any third-party rights;
- d. Be related to the theme of the contest 'My Dream Car' (as determined by the Promoter in its sole discretion);
- e. Be drawn on paper measuring no smaller than A4 in size 210mm x 297mm (8.27 x 11.69 inches) and no larger than 400mm x 550 mm (15.7-21.7in.) or A3 in size;
- f. Be hand created, using any drawing materials, including, but not limited to, colour pencils, markers, crayons or water paints:
- g. Not be computer generated, digitally or electronically created, or made by collage or cut-out;
- h. Be uploaded via the online entry portal at dreamcarentry.com.au.
- i. Be authorised by a parent or guardian; of the entrant.
- j. Not be submitted if the entrant is related to or directly involved with the Promoter, that being in a Director, management, employee, Dealer or contractor role.

## 4. Prizes

Prizes will be awarded to the top three entries in each of the three age categories (8 in total) for the promotion as determined by the judges. The entrant deemed successful by the judges must possess the original piece of artwork in order to win a prize. Prizes will also be awarded to the top five entries received for the Early Bird Promotion as determined by the judges.

Each of the prize winners in the main competition will receive a \$275 VISA gift voucher. Each of the prize winners in the Early Bird Promotion will receive a \$100 VISA gift voucher. The VISA gift cards can be redeemed at any store where VISA is accepted and can be processed electronically, cards must be activated within 3 months and are valid for 12 months from date of issue. The VISA gift cards are subject to any terms and conditions imposed by the provider. The Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way once awarded.

Total prize pool value is \$8,200.

The Early Bird winners will be notified by email on Monday 6<sup>th</sup> November 2023. It is the entrant's responsibility to notify the Promoter if their contact details change during the Promotion Period.

The prize winners will be notified by email and phone by Monday 4<sup>th</sup> March 2024. It is the entrant's responsibility to notify the Promoter if their contact details change during the Promotion Period.

One entry will be chosen by the judges as the 'Australian Dream Car Art Contest Champion.' That entrant (Contest Champion) will receive a \$2,500 VISA gift voucher for their school (or after school care or childcare centre) and a second \$2,500 VISA gift voucher for the winning entrant child. The Contest Champion will be contacted by email and/or phone by Monday 4<sup>th</sup> March 2024.

The Prize(s) and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the Prize is cash). If a Prize, or an element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of Prizes.

#### 5. Submission

Entries must be submitted via the online entry portal <u>dreamcarentry.com.au</u>. Entries will be accepted from 9:00am AEDT – Monday 4<sup>th</sup> September to 11:59pm AEDT Friday 22<sup>nd</sup> December 2023 (Promotion Period). No entries will be accepted outside of the Promotion Period. Entries received before 11:59pm AEDT Friday 6<sup>th</sup> October 2023 (Early Bird Promotion Period) will also be judged for the Early Bird Promotion and will also be eligible to win further prizes if deemed successful by the judges based on the criteria at the end of the Promotion Period.

Entrants and their parents or guardians warrant and agree that they will not submit any content that:

- i. Is unlawful or fraudulent;
- ii. The Promoter may reasonably deem to be in breach of any intellectual property, privacy, or proprietary rights;
- iii. Is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender; and:
- iv. Is not suitable for children aged under 15, or otherwise unsuitable for publication.

The Promoter reserves the right to disqualify an entry which it reasonably considers does not comply with these Conditions of Entry. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

Incomplete Entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.

Entrants agree that they are fully responsible for all content and materials they submit, and the Promoter shall not be liable for such to the full extent permitted by law.

No responsibility is accepted by the Promoter for late, lost, misdirected, or illegible entries (including lost, stolen, forged, defaced or damaged proof of entry).

# 6. Judging

The Early Bird Promotion Period judging will take place from Monday 9th October from 9:00am AEDT and the final judging period will take place from Monday 15<sup>th</sup> January from 9:00am AEDT for the Promotion Period at the Promoter's offices at 155 Bertie Street, Port Melbourne. Entries will be judged on creativity, literary merit and originality.

This is a game of skill, and chance plays no part in determining the winner. Each entry will be individually judged based on its message, uniqueness and art characteristics. The judges' decision in relation to any aspect of the Promotion will be final and binding on every person who enters. No correspondence will be entered into.

If a Prize is not claimed or the entry is deemed invalid, the Promoter reserves the right to award that Prize to the next best entry, as determined by the judge(s).

## 7. Rights to artwork and publication of winners

By submitting an entry to the Promotion, each entrant assigns all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or

otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.

The Promoter and the companies and agencies associated with this Promotion may also publish the names and State/Territory of the winning entrants on their website(s).

## 8. Liability

The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prizes. Independent financial advice should be sought.

### 9. Privacy

Parent/guardian consents to the collection of entrants' personal information for the purposes of participating in the Promotion, as outlined in these Terms and Conditions and subject to the Promoter's Privacy Policy which is available at toyota.com.au/privacy.

The Promoter may use any personal information provided by entrants in connection with this promotion for the purposes of running the promotion and in advertisements, publications, media statements and other promotional material associated with the promotion, and may disclose such information to third parties (including service providers and, as required, Australian regulatory authorities) for those purposes. If entrants do not provide the information requested, they will not be able to enter the Promotion.

By entering this Promotion, entrants also agree to the Promoter sharing that personal information with other members of the OneToyota Group (Toyota Motor Corporation Australia Limited, Toyota Finance Australia Limited, Toyota Western Australia and Toyota dealers) so that the OneToyota Group can provide entrants with an integrated OneToyota guest service experience, and entrants' information may be disclosed to OneToyota Group service providers located within Australia and overseas for that purpose. Entrants' personal information will be handled in accordance with the Promoter's Privacy Policy which is available at toyota.com.au/privacy. This Policy includes more details about how entrants can access or correct their information or make a privacy complaint.

The Promoter and the OneToyota Group may use the entrant's personal information to provide information about Toyota products, services, programs, special offers, promotions, surveys (unless and until the entrant advises otherwise). Entrants can advise the Promoter at any time if they no longer wish to receive this information by contacting the Promoter at 1800 TOYOTA (1800 869 682) or emailing privacy@toyota.com.au. Entrants can advise Toyota Australia if they no longer wish to receive this information by following the instructions in the Privacy Policy available at toyota.com.au/privacy.