

Terms and Conditions: Games of Skill

Schedule to Conditions of Entry

Promotion Name	#ohwhatafeeling promotion																																																			
Promotion Type	Consumer – Game of skill																																																			
Promoter	Toyota Motor Corporation Australia Limited ABN 64 009 686 097, 155 Bertie St, Port Melbourne 3207																																																			
Relevant State(s) and/or Territory(ies)	All states and territories in Australia																																																			
Entry Restrictions	Entry is only open to Australian residents (Eligible Entrants). Eligible Entrants must not be a Director, Officer or employee of Toyota Motor Corporation Australia, the AFL or any of its agencies and companies associated with the promotion.																																																			
Promotion Period	<p>The blanket promotion runs from 09:00 AEST on Friday 1st April 2016 until 23:59 AEST on Sunday 7th of August 2016 (Promotion Period)</p> <p>TABLE 1:</p> <p>Within the Promotion Period there are twenty (20) different AFL Round promotions as follows:</p> <table border="1"> <thead> <tr> <th>AFL ROUND</th> <th>ENTRY PERIOD</th> <th>JUDGED</th> </tr> </thead> <tbody> <tr><td>2</td><td>1/04/2016 – 3/04/2016</td><td>4/04/2016</td></tr> <tr><td>3</td><td>8/04/2016 – 10/04/2016</td><td>11/04/2016</td></tr> <tr><td>4</td><td>15/04/2016 – 17/04/2016</td><td>18/04/2016</td></tr> <tr><td>5</td><td>22/04/2016 – 25/04/2016</td><td>26/04/2016</td></tr> <tr><td>6</td><td>29/04/2016 – 1/05/2016</td><td>2/05/2016</td></tr> <tr><td>7</td><td>6/05/2016 – 8/05/2016</td><td>9/05/2016</td></tr> <tr><td>8</td><td>13/05/2016 – 15/05/2016</td><td>16/05/2016</td></tr> <tr><td>9</td><td>20/05/2016 – 22/05/2016</td><td>23/05/2016</td></tr> <tr><td>10</td><td>27/05/2016 – 29/05/2016</td><td>30/05/2016</td></tr> <tr><td>11</td><td>3/06/2016 – 5/06/2016</td><td>6/06/2016</td></tr> <tr><td>12</td><td>10/06/2016 – 13/06/2016</td><td>14/06/2016</td></tr> <tr><td>13</td><td>17/06/2016 – 19/06/2016</td><td>20/06/2016</td></tr> <tr><td>14</td><td>23/06/2016 – 26/06/2016</td><td>27/06/2016</td></tr> <tr><td>15</td><td>30/06/2016 – 3/07/2016</td><td>4/07/2016</td></tr> <tr><td>16</td><td>7/07/2016 – 10/07/2016</td><td>11/07/2016</td></tr> <tr><td>17</td><td>14/07/2016 – 17/07/2016</td><td>18/07/2016</td></tr> </tbody> </table>	AFL ROUND	ENTRY PERIOD	JUDGED	2	1/04/2016 – 3/04/2016	4/04/2016	3	8/04/2016 – 10/04/2016	11/04/2016	4	15/04/2016 – 17/04/2016	18/04/2016	5	22/04/2016 – 25/04/2016	26/04/2016	6	29/04/2016 – 1/05/2016	2/05/2016	7	6/05/2016 – 8/05/2016	9/05/2016	8	13/05/2016 – 15/05/2016	16/05/2016	9	20/05/2016 – 22/05/2016	23/05/2016	10	27/05/2016 – 29/05/2016	30/05/2016	11	3/06/2016 – 5/06/2016	6/06/2016	12	10/06/2016 – 13/06/2016	14/06/2016	13	17/06/2016 – 19/06/2016	20/06/2016	14	23/06/2016 – 26/06/2016	27/06/2016	15	30/06/2016 – 3/07/2016	4/07/2016	16	7/07/2016 – 10/07/2016	11/07/2016	17	14/07/2016 – 17/07/2016	18/07/2016
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	19	29/07/2016 – 31/07/2016	1/08/2016
	20	5/08/2016 – 7/08/2016	8/08/2016
Verification Requirements	<p>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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.</p> <p>If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.</p>		
Entry Procedure	<p>To enter, Eligible Entrants must, during the entry period for the relevant AFL Round promotion:</p> <ol style="list-style-type: none"> 1. Entrant must post a photo depicting their AFL 'Oh What a Feeling Moment' to Instagram or Twitter and use the hashtag #ohwhatafeeling 		
Maximum Number of Entries	Unlimited entries per person for each of the AFL Rounds		

Judging criteria	<p>This is a game of skill, chance plays no part in determining the winner. Each entry will be individually judged based on its creative merit, execution and alignment with the spirit of the competition. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.</p> <p>Entrants agree that they are fully responsible for the Content they submit. The Promoter and the Sponsor shall not be liable in any way for such Content to the full extent permitted by law. The Promoter and the Sponsor may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter or the Sponsor may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.</p>											
Judging details	<p>Each AFL Round promotion will close at 23:59 on the last day of each round. The winner will be determined on the judging day stipulated in table 1 above and be judged by the Promoter at Toyota Motor Corporation Australia</p>											
Prize Details	<p>Each weekly winner can choose from the following prizing options:</p> <table border="1" data-bbox="414 823 1409 1136"> <thead> <tr> <th><i>Type</i></th> <th><i>Prize</i></th> <th><i>No. Available</i></th> <th><i>Max Value</i></th> </tr> </thead> <tbody> <tr> <td rowspan="2">Weekly Prize</td> <td> <ul style="list-style-type: none"> 4x GA Match tickets to a Home & Away season match (exclusions apply) </td> <td>19 weekly prizes of 4 x match tickets</td> <td>\$148.00</td> </tr> <tr> <td> <p>OR</p> <ul style="list-style-type: none"> 4x AFL Team scarves </td> <td>19 weekly prizes of 4 x AFL Team scarves</td> <td>\$46.00</td> </tr> </tbody> </table> <p>All costs associated with the prizes, other than the cost of the items within the prize, are the responsibility of the winner. For the avoidance of doubt, all travel and accommodation costs, spending money and meal costs are the responsibility of the winners.</p>	<i>Type</i>	<i>Prize</i>	<i>No. Available</i>	<i>Max Value</i>	Weekly Prize	<ul style="list-style-type: none"> 4x GA Match tickets to a Home & Away season match (exclusions apply) 	19 weekly prizes of 4 x match tickets	\$148.00	<p>OR</p> <ul style="list-style-type: none"> 4x AFL Team scarves 	19 weekly prizes of 4 x AFL Team scarves	\$46.00
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Prize Restrictions (if any)	<p>If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.</p> <p>The winner cannot select match tickets that fall in the rounds before they are notified by the Promoter. Prize excludes, AFL Finals series (including Grand Final) or Home & Away series matches with no GA allocation.</p> <p>If the winner's match of choice is sold out, the Promoter will issue tickets to the next available game that is eligible and available</p> <p>If there are no games in the winner's home state for any remaining rounds, the winner will have the option of receiving tickets to a game in another state however the Promoter and the Sponsor will not cover any travel expenses associated with attending the game.</p>											
Total Prize Pool	\$3,686											
Notification of Winners	Winners will be notified via comment on Instagram from the Promoter's official account or private message on Twitter											
Publication Details	Winner will be announced via the Promoter's Facebook page, by the Thursday following each promotional round stipulated in Table 1											
Prize Claim Date	Prize must be claimed within 24 hours after they are contacted by the Promoter											

<p>Unclaimed Prize Arrangements</p>	<p>If a Prize is not claimed by the Prize Claim Date or the entry is deemed invalid, the next best entry, as determined by the judge(s) shall be awarded the Prize</p>
<p>Additional Terms – Usage of entries</p>	<p>Location: Toyota Motor Corporation Australia Limited, Corner Gannons Rd & Captain Cook Drive, Caringbah</p> <p>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.</p>
<p>Additional Terms – prizes</p>	<p><i>Tickets:</i> All tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way</p> <p><i>Prize fulfillment:</i> The Promoter will liase directly with each eligble weekly winner to organize prize fulfillment/delivery</p>

Conditions of Entry

1. 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 (and Schedule).
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
3. Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers associated with this promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manger, employee, officer or contractor.
4. The promotion will be conducted during the Promotion Period.
5. Eligibility to enter the Promotion is subject to the Entry Restrictions.
6. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion. Ineligible entries will be deemed to be invalid. All valid entries selected to win a prize will be provided with a prize.
7. Where an entry is deemed invalid (at the Promoter's absolute discretion) prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
8. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
9. All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
11. 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.
12. Entries must be the entrant's original work. 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.
13. An entrant's entry must not include:
 - (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
14. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
15. 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.
16. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

17. Winners will be notified in accordance with the Notification of Winners and Publication Details. Winners' names and State/Territory of residence will be published as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of the winners on their website(s).
18. All entries become the property of the Promoter. In addition to the above, the Promoter may use, and may disclose in any newspaper, advertisement, publication, media statement or other general and promotional material, any materials entrants provide in relation to the competition for the Promoter's promotional and business purposes.
19. All valid entries will be judged by the Judge(s) based upon the Judging Criteria. This is a game of skill and chance plays no part in determining the winner. The Prize(s) will be awarded according to the Prize Details.
20. The Prize(s) is/are specified in the Prize Details. The Prize(s) is/are subject to any Prize Restrictions, Additional Terms or any other restrictions specified in the Schedule. The Total Prize Pool is specified in the Schedule.
21. The entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s). Any entrant, Prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.
22. 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).
23. 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.
24. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought.
25. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
26. The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Promotion. Entrants can enter the Promotion up to the Maximum Number of Entries. Entries must be submitted separately and each entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automatically- or computer-generated entries will not be accepted.
27. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
 - (b) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
28. The Promoter and its agencies and representatives associated with this Promotion 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 prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
29. The Promoter may use any personal information entrants provide in connection with this competition for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors, and to Toyota dealers. Some of the Promoter's related bodies corporate and contractors to whom the entrant's personal information may be disclosed are located overseas, including in Japan, the United States the United Kingdom and Sweden and as a result the entrant's personal information may be disclosed overseas. If entrants do not provide the information requested they will not be able to enter the Promotion. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). If entrants have any concerns or queries

about the way their personal information is managed by the Promoter, they should contact the Promoter at: 1800 TOYOTA (1800 869 682) or emailing customerexperience@toyota.com.au. A copy of the Promoter's privacy policy can be viewed at www.toyota.com.au. The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.