

Network 10

Lexus Melbourne Cup Ultimate Encore Platinum Experience Competition Terms and Conditions

1. Information and instructions on how to enter forms part of these Terms and Conditions. Entry into the Lexus Melbourne Cup Ultimate Encore Platinum Experience Competition (“**Promotion**”) is deemed acceptance of these Terms and Conditions.
2. Any capitalised terms used in these Terms and Conditions have the meaning given in these Terms and Conditions, unless stated otherwise.
3. The promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009 (“**Promoter**”).
4. The sponsor is Toyota Motor Corporation Australia Limited (ABN: 64 009 686 097) of 155 Bertie Street Port Melbourne VIC 3207 (“**Sponsor**”).
5. Permit Approval/Authority: ACT: TP 23/02086, SA: T23/1620, NSW: LTP/07974,

Eligibility Criteria

6. Entry is open to all residents of Australia aged 18 years and over. However, directors, management, employees and contractors and the immediate families of the Promoter, the Sponsor and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible 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, manager, employee, officer, contractor, associated agency and company or organisation.
7. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.
8. Winner must hold a current valid full or provisional Australian or international driver’s license to be deemed a valid winner.

Promotion Period

9. The Promotion commences on **Monday, 16 October 2023 at 12:00 AEDT** and closes on **Thursday, 9 November 2023 at 18:00 AEDT** (“**Promotion Period**”).
10. The Promotion will be advertised on, but not limited to, Network 10 and www.10play.com.au.

How to Enter

11. To participate in the Promotion entrants must:
 - (a) log in to their 10 Play account, or register to become a 10 Play member and then login to their account (information required for 10 Play membership may include, but not be limited to, first name, last name, post code, phone number, email address, gender, and date of birth); and

- (b) locate the Promotion entry page at 10play.com.au/win and complete the entry form by providing the required information (entrant may select “prefer not to answer” where indicated on the form and the entry will still be valid); and
- (c) comply with all other applicable requirements during the Promotion Period, (the “**Entry Procedure**”).

12. It is free to become a 10 Play member, however, the cost of accessing the Promotion website is dependent on the entrant’s individual service provider. These Terms and Conditions apply in conjunction with the 10 Members rules, available at <https://10play.com.au/terms-of-use>.
13. Entries must be received by the Promoter by **Thursday, 9 November 2023 at 18:00 AEDT** to be included in the Prize Draw. Each valid entry received over the duration of the Promotion Period will be entered into the Prize Draw.

Entry Restrictions

14. Entrants who have won a major prize in any Network 10 competition or promotion in the past 12 months are not eligible to win the Prize in this Promotion, excluding SA who are eligible to win more than once.
15. A limit of one (1) online entry per day per 10 Play member applies. One (1) 10 Play membership per person applies.
16. An entry that is made on behalf of an entrant by a third party will be invalid.
17. Incomprehensible and incomplete entries will be deemed invalid.
18. If an entrant does not hold a current valid full or provisional Australian or international driver’s license, their entry will be deemed invalid.
19. The time of entry will, in each case, be the time the online or other electronic entry is received by the Promoter’s database and not at the time of transmission by the entrant. The Promoter accepts no responsibility for any late, lost, or misdirected entries due to technical disruptions, network congestion or for any other reason.

Draw Details

20. The Prize draw will be held on **Friday, 10 November 2023 at 10:00 AEDT** at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 by an electronic random draw system (“**Prize Draw**”).

Notification of Winner

21. The Winner of the Prize Draw will be notified by a phone call within two (2) days of the Prize Draw and in writing via e-mail.

Publication Details

- 22. The Winner’s details will be announced live on Network 10 during the Stakes Day Broadcast on **Saturday, 11 November 2023** and will be published in writing on the 10 Play website at 10play.com.au from **Monday, 13 November 2023**.
- 23. The Winner’s details will also be published on the Sponsor’s website (www.lexus.com.au) following the announcement on Network 10 during the Stakes Day Broadcast.

Prize Claim

- 24. Prize must be claimed by the Winner by 09:00 AEDT on Friday, 24 November 2023 (“**Prize Claim Date**”).
- 25. If the Prize is not claimed by the Prize Claim, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Friday, 24 November 2023 at 10:00 AEDT (“Unclaimed Prize Draw”)**.
- 26. The Winner of the Unclaimed Prize Draw will be notified of their Prize by phone, in writing via e-mail and Winner’s details will be published on the 10 Play website at 10play.com.au from Monday, 27 November 2023.

Prize Details

- 27. There will be one (1) Winner drawn from all entries received (Online). The Winner will win the following prize package (“**Prize**”):

Type	Number Available	Prize Details	AUD Value up to (incl GST)
	One (1)	One (1) year Lexus Encore Platinum Owner Benefits experience comprising of: <ul style="list-style-type: none"> • Unique login to the Lexus Encore App • Access to the exclusive ‘Lexus Vehicle On Demand’ rental vehicle service. Total of four (4) loans (Maximum 8 days per loan) over the 12-month period • Ampol fuel discount of 5 cents off per litre • 25% off handsfree shopping at participating locations • Access to two (2) Lexus Exclusive Events in Winner’s Australian state/territory of residence of residence 	\$5,000.00 (RRP)
		One (1) Westfield voucher	\$4,000 (RRP)
		One (1) Qantas voucher to fly business or first class to any destination of Winner’s choice	\$5,000 (RRP)
		One (1) Ampol fuel voucher	\$1,500 (RRP)

Major	One (1) \$1,000 voucher to spend at Jackalope Hotel (Mornington Peninsula, VIC)	\$1,000 (RRP)
	One (1) \$1,000 voucher to spend at Raes On Wategos (Byron Bay, NSW)	\$1,000 (RRP)
	Attendance at two (2) Lexus Exclusive Events in the Winner's Australian state/territory of residence.	\$900 (valued up to)
	A weekend trip to visit a Lexus Landmark Culinary Collaborator (Sydney, NSW) including: <ul style="list-style-type: none"> ○ One (1) meal at Luc San, a Luke Mangan restaurant based in Sydney ○ One (1) night accommodation at Hilton Sydney 	\$400 (valued up to) \$800 (valued up to)
TOTAL		\$19,600.00

Additional Terms - Prize

28. The total Prize pool is valued up to **AUD\$19,600.00** (including GST). The Promoter and the Sponsor accept no responsibility for change in value of the Prize, or any portion of the Prize, between now and the ultimate redemption date(s) of any portion of the Prize. Prize value is based on full RRP only, if goods are on sale at time of purchase, they will be provided at pre-sale price.
29. Prize inclusions and details are correct as of Monday, 11 September 2023 however are subject to change without advance notice.
30. It is a condition of accepting the Prize that the Winner and (if there are any) travelling companion(s) must comply with all terms and conditions and requirements imposed by each of the Prize providers.
31. All components of the Prize must be fulfilled on the dates confirmed between the Winner and the Promoter. All elements of the package(s) included in the Prize are subject to availability of the Prize provider(s) at the time of booking.
32. Any ancillary costs associated with redeeming any portion of the Prize are not included. These are the responsibility of the Winner.
33. **Travel and accommodation:**
- (a) All travel is subject to availability at time of booking, and any accommodation is based on two (2) people sharing a twin/double room at the accommodation.
- (b) All travel must be used before the commencement of the 2024 Melbourne Cup, scheduled for Tuesday, 5 November 2024.

- (c) The Winner must advise the Sponsor and/or their agencies of their intended dates of travel a minimum of 12 weeks prior to departure.
- (d) Unless expressly stated as being included in the Prize, all other costs or expenses incurred including but not limited to any taxes, airport fees, airfares, transport (inc car hire and transfers), accommodation, meals, beverages, travel insurance, passport fees, passport currency, fitness for travel, vaccinations, excess baggage or luggage allowance, spending money, entry to attractions, and items of a personal nature are the sole responsibility of the Winner.
- (e) The Winner is responsible for organising transfers and covering any associated costs for transport from their residence to their nearest capital city for flight departure. The Winner and any travelling companion(s) must depart and return at the same time using the same air carrier.
- (f) The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the Winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the Winner.
- (g) 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, neither the Promoter nor the Sponsor is liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
- (h) The Winner and any travelling companion(s) are responsible for documents to travel to the relevant place(s) (including any passports and visas) and ensuring that they are fit to travel and have received appropriate immunisations and/or health checks prior to taking the Prize.
- (i) Any alterations or extensions to the confirmed Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the Winner.
- (j) The Winner may extend their stay at an additional cost at any of the accommodation included in the Prize (as stated in clause 27).
- (k) Travel insurance is not included (unless specified in the Prize inclusions) but is highly recommended. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance.
- (l) Specified accommodation, restaurants and tours are subject to availability at the time of booking and any terms and conditions imposed by the relevant Prize providers and must be booked and completed as specified by the Promoter or by the Prize provider. Alternatives may be offered dependent on availability. If any Prize is unavailable, the Promoter and/or the Sponsor in its discretion, reserves the right to substitute the Prize with another prize of equal or greater value.

- (m) Once confirmed in writing, travel dates and names of those travelling cannot be changed without incurring extra fees. The Promoter and the Sponsor do not accept responsibility for any fees incurred as a result of any changes made and these fees/costs will be borne by the Winner and their relevant companion(s).
- (n) The Winner may be required to provide a credit card in order to check-in at the accommodation for a security deposit, and to cover any incidental charges.
- (o) The Promoter, the Sponsor and their associated agencies and companies or any organisation or individual associated with the provision of the Prize(s) make no representation as to the destination, including any safety conditions, travel restrictions, warnings, bans or other issues that may exist at any destination.

34. Vouchers:

- (a) All vouchers or gift cards awarded are valid until the voucher or gift card expiry date specified on the voucher or gift card or by the provider, and are subject to any terms and conditions imposed by the provider. Neither the Promoter nor the Sponsor is liable for any voucher or gift card that has been lost, stolen, forged, damaged or tampered with in any way once awarded.
- (b) Any ancillary costs associated with redeeming a voucher or gift card are not included. Any unused balance of vouchers or gift cards will not be awarded as cash.

35. Lexus Encore Platinum Owner Benefits experience:

- (a) For the Lexus Vehicle On Demand (“LVOD”) portion of the Prize, the Winner is entitled to vehicle rental on and up to four (4) separate occasions for a short term period of up to a maximum of eight (8) days and seven (7) nights per occasion over the 12-month period once the Prize has been claimed by the Winner.
- (b) To loan any Lexus vehicle(s) through the LVOD portion of the Prize (stated in clause 27), the Winner must:
 - be at least 18 years old;
 - hold a current valid full or provisional Australian or international driver’s license with licence type of ‘car’;
 - have at least 2 years’ driving experience;
 - have a valid credit card in your name or a credit card approved for use by Lexus;
 - have not had an application for, or contract of, motor insurance refused, declined or cancelled in the last 3 years;
 - have not had their driver’s licence or permit suspended, cancelled, restricted or endorsed with special conditions in the last 3 years;

- have not been convicted of, or had any fines imposed, for criminal activity in the last 3 years;
 - provide consent to enable us to verify the Winner's identity using the Document Verification Service (DVS) or other third party systems;
 - provide the Sponsor with any information the Sponsor reasonably requests including but not limited to photo identification, proof of address and photocopies of the Winner's driver's licence; and
 - accept the Sponsor's relevant terms and conditions, which are available at <https://www.lexus.com.au/smallprint/encore-terms>.
- (c) The Ampol fuel discount portion of the Prize is limited to 5 cents off per litre in one transaction per 24 hour period per vehicle registered to a Lexus App account. Offer available on Premium Fuels, up to 150 litres, at participating Ampol service stations. List of participating locations available at lexus.com.au/ampol. List subject to change without notice at sole discretion of Ampol. For terms and conditions, visit lexus.com.au/Encore.
- (d) The Sponsor will send invitations to the Winner for Lexus Exclusive Events using the contact details provided on file by the Winner which take place across Australia. The allocation of tickets to Lexus Exclusive Events may be limited and will be allocated on a first-come, first served basis. For more information, visit www.lexus.com.au/owners/benefits/exclusive-rewards. Lexus Exclusive Events are subject to the terms and conditions of any partners and may change without notice. The Winner is responsible for all other costs or expenses incurred in attending any Lexus Exclusive Event including but not limited to any taxes, airport fees, airfares, transport (inc car hire, transfers and fuel), accommodation, meals, beverages, travel insurance, passport fees, passport currency, fitness for travel, vaccinations, excess baggage or luggage allowance, spending money, entry to attractions, and items of a personal nature are the sole responsibility of the Winner.
- (e) It is a condition of accepting the Lexus Encore Platinum Owner Benefits experience portion of the Prize that the Winner must comply with all the terms and conditions and requirements imposed by the Sponsor and any of the ancillary LVOD Prize providers as updated or advised from time to time.

Conditions of Entry

36. The Promotion will be conducted during the Promotion Period. Eligibility to enter the Promotion is subject to the Entry Restrictions.
37. Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. Entries must be submitted separately and each entry must individually meet the Entry Procedure requirements and be subject to the Entry Restrictions.
38. An entrant's entry must not include 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 malice or swearing).
39. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to

control any and all access to their device(s). The Promoter, the Sponsor and Ansible Pty Ltd, will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this requirement. Entrants must not use another person's device without the express permission from the account holder.

40. The Promoter's decisions in connection with the Promotion are, subject to State and Territory legislation, final and the Promoter will not enter into correspondence regarding the Promotion.
41. The Prize will be awarded to the person named in their entry. Should an entrant's contact details change during the Promotion Period it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter. Error and omissions will 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.
42. The Prize Draw will be conducted in accordance with the Draw Details. For the entry that is selected as the winning entry, validation of entrant's circumstances and verification of the entry will be undertaken by the Promoter. Method of validation and verification (without limitation) will be determined by the Promoter at its complete discretion.
43. If the winning entry is deemed to be valid by the Promoter, the Winner will be notified in accordance with these Terms and Conditions and the Winner's name and State/Territory of residence will be published as specified in the Publication Details of these Terms and Conditions.
44. Prior to the Prize Claim Date, if the Winner does not meet (or provide proof of meeting) any or some of the valid entry requirements stated in these Terms and Conditions, including but not limited to the Eligibility Criteria and Entry Restrictions, or the winning entry is deemed invalid due to being in breach of these Terms and Conditions (at determined by the Promoter in its absolute discretion), then:
 - (a) that entry will be disregarded; and
 - (b) the Prize will be forfeited by the ineligible Winner in full; and
 - (c) the Winner will have no further claim; and
 - (d) the Promoter may determine a new Winner, subject to State and Territory legislation, by re-draw immediately following an entry being determined as invalid and will award the Prize to the Winner of the next valid entry.
45. By accepting the Prize, the Winner:
 - (a) Agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Prize, including but not limited to, being interviewed, and photographed, filmed and/or chaperoned throughout the duration of the prize. The Winner consents to their entry content, image and/or voice, as recorded, photographed or filmed during the Winner's participation in the Prize to be used by and appear in connection with the Promoter or the Sponsor or the advertising or marketing thereof, in any media whatsoever throughout the world and the Winner will not be entitled to any fee (for royalties, compensation or otherwise) for such use.

- (b) Acknowledges that they may incur ongoing costs associated with the Prize which are the entire responsibility of the Winner.
 - (c) Acknowledges that they may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the Prize that the Winner signs any such legal documentation.
46. The Prize(s) is/are specified in the Prize Details and are subject to any restrictions specified in these Terms and Conditions.
 47. The Prize and/or portions of the Prize are non-transferrable or exchangeable. No cash alternative is available for any Prize. The Prize must be taken as offered. The Prize, any unused portion of the Prize, or portion of the Prize the Winner is not entitled to, is/are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. The Prize value(s) are in Australian dollars. The Promoter accepts no responsibility for any variation in the Prize value(s). The Prize Winner is advised that tax implications may arise from their Prize winnings, and they should seek independent financial advice prior to acceptance of the Prize. Neither the Promoter nor Sponsor accepts responsibility for any tax implications that may arise from winning the Prize.
 48. If the Prize, or an element of the Prize, is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize, or element of it, for another prize of equal or greater value, subject to the approval or any directions given under State/Territory Regulation.
 49. The Promoter, the Sponsor and their representatives will not be responsible or liable for any damage to, delay or loss in transit in the delivery of the Prize or any portion of the Prize.
 50. In the event that for any reason whatsoever a Winner does not take an element or portion of the Prize at the time stipulated by the Promoter then that element or portion of the Prize will be forfeited by the Winner. Cash will not be awarded in lieu of the forfeited element or portion of the Prize.
 51. 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. 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, the Sponsor, 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 goodwill or reputation of the Promoter and/or the Sponsor.
 52. If for any reason this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated, including due to infection by computer virus, bugs,

tampering, unauthorised intervention, fraud, technical failures or any causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion to the fullest extent permitted by law:

- (a) to disqualify any entrant;
- (b) to disqualify any individual who tampers with the entry process;
- (c) to take any action that may be available; and
- (d) to cancel, terminate, modify or suspend the Promotion as appropriate, subject to Government legislation.

53. Neither the Promoter nor the Sponsor is responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
54. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded including the Non-Excludable Guarantees (in which case liability is limited to the minimum amount allowable by law), the Promoter, the Sponsor and their respective 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 or arising in any way out of the Promotion or the awarding or taking of the Prize or any portion of the Prize.
55. Personal information about the Winner will be shared with the relevant Prize providers, and/or their agents, to the extent necessary for the portions of the Prize to be delivered to the Winners.
56. All entries become the property of the Promoter. You consent to the Promoter collecting your personal information for the purpose of conducting and promoting this Promotion (including but not limited to determining and notifying the Winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this Promotion, including but not limited to the Promoter’s marketing and communications agencies and information technology providers, the Sponsor and Ansible Pty Ltd. Your personal information may be disclosed to State and Territory lottery departments or Australian regulatory authorities and Winners’ names published as required under the relevant lottery legislation. For the purposes of public statements and advertisements, the Promoter will only publish the Winner’s surname, initial and State/Territory. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur, you cannot participate in the Promotion.

57. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Promotion, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third-party service providers outside Australia.
58. Any defined terms used in the entry form apply to this clause 58. If you consented to receiving marketing emails from the Sponsor on the entry form by checking the box located on the entry form, you acknowledge and agree that your personal information provided on the entry form will be disclosed by the Promoter to the Sponsor for this purpose. This personal information will be handled in accordance with the Lexus Group Privacy Policy which can be accessed at www.lexus.com.au/smallprint/privacy. This Policy includes more details about how you can access or correct your information or make a privacy complaint. You can advise the Sponsor at any time if you no longer wish to receive marketing emails from the Lexus Group and/or OneLexus Network by calling Lexus Customer Assistance Centre on 1800 023 009 or emailing enquiries@lexusenquiries.com.au.