

“TEAM BIKE EXIF HIGHEST FUNDRAISER” PROMOTION

(DRAFT FOR APPROVAL)

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to individuals who are eligible to register as a member of a Bike EXIF team participating in a Distinguished Gentleman’s Ride 2018 event in their country of residence (“Eligible Entrants”). A full list of events and participating countries is available at www.gentlemansride.com.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences on 01/08/18 and ends at 11:59pm UTC±00:00 on 14/10/18 (“Promotional Period”).
5. To be eligible to participate in the promotion, Eligible Entrants must visit www.gentlemansride.com and register their details for participation in the Distinguished Gentleman’s Ride 2018 event in their country of residence, as part of a BIKE EXIF team.
6. To participate in the promotion, Eligible Entrants must then, during the Promotional Period, raise sponsorship funds for their participation in the Distinguished Gentleman’s Ride 2018 event that they will be participating in. Eligible Entrants must be committed to the team up to at least 11:59pm UTC±00:00 on 29/09/18 in order to be eligible for consideration in the promotion.
7. The Promoter reserves the right, at any time, to verify the validity of Eligible Entrants (including an Eligible Entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the promotion or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.

8. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
9. At the conclusion of the Promotional Period, the Promoter will tally the individual fundraising results of each Eligible Entrant in order to determine the winner. For the avoidance of doubt, this is a game of skill and chance plays no part in determining the winner.
10. The Eligible Entrant determined to have raised the highest sponsorship funds during the Promotional Period will be declared the winner. In the event of a tie between two (2) or more Eligible Entrants, those tied Eligible Entrants will be asked to provide a written answer to the Promoter in 25 words or less to the question "Tell us your tip for being gentlefolk". The Promoter will individually judge each answer based on literary and creative merit and originality, and award the prize to the Eligible Entrant that supplied the best answer in its absolute discretion.
11. The winner will be notified by telephone, email and mail.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The winner as determined in accordance with clauses 9 and 10, will win entry into the Distinguished Gentlemen's Ride event of their choice for 2019 ("DGR 2019 Event"), valued up to a maximum of USD\$10,000 depending on point of departure. Prize includes:
 - One (1) return economy airfares from winner's nearest capital city to the location of their chosen DGR 2019 Event;
 - Three (3) nights minimum 4 star accommodation in the city of their chosen DGR 2019 Event;
 - USD\$2,000 spending money; and
 - Use of a motorcycle to be provided by the Promoter for the DGR 2019 Event.Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the winner's chosen DGR 2019 Event which takes place on 29/09/19, and is subject to booking and flight availability.
14. The winner is responsible for ensuring that they have the following items for participation in their chosen DGR 2019 Event:
 - (a) Valid passports, and any requisite visas, vaccinations and travel documentation.
 - (b) Travel insurance, motorcycle insurance and any personal health or medical insurance required. Insurance is not mandatory but is strongly recommended by the Promoter.

- (c) Motorcycle helmet and any other safety apparel.
15. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
 16. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
 17. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
 18. The winner must hold a current valid motorcycle driver's licence issued in their country of residence. The winner acknowledges that motorcycle riding is a potentially dangerous activity, which may result in injury to or death and participates at his/her own risk.
 19. If the prize (or part of the 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.
 20. Total prize pool value is up to USD\$10,000.
 21. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
 22. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
 23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
 24. 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 2010 (Cth.), as well as any other implied warranties under any similar consumer protection laws in

the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in other countries ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if any DGR 2019 Event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) participation in the DGR 2019 Event.
26. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
27. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.gentlemansride.com/privacy-policy>. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of applicable privacy laws and how those complaints will be dealt with. For Eligible Entrants who are UK + EU residents, your rights in respect of the General Data Protection Regulation 2018, including the right to restrict or object to the Promoter's use of your PI at any time or request that your PI be erased by contacting the Promoter, are set out in the Privacy Policy. Eligible Entrants should note that the Promoter may disclose PI to entities outside of an Eligible Entrant's country of residence, and Eligible Entrants should refer to the Privacy Policy for details.

28. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia in the event of a dispute. This promotion is void where prohibited.
29. The Promoter is Café Racer Aficionado Pty Ltd (ABN 44 159 438 392) of Suite 4, 44-56 Botany Road, Alexandria NSW 2015, Australia.