

TERMS AND CONDITIONS

1. Entry into the CREATE A MINI ART CAR FOR BRISBANE POWERHOUSE ("Competition") is deemed acceptance of these Terms and Conditions. Instructions on 'How to Enter' and prize information also form part of these Terms and Conditions.
2. For the purpose of these Terms and Conditions, the promoter is LMM Holdings Pty Ltd trading as Brisbane MINI Garage of Cnr Bridge Street and Wickham Street, Fortitude Valley, Qld 4006 (ABN: 32 448 408 349) and Brisbane Powerhouse Pty Ltd of 119 Lamington St, New Farm QLD 4005 (ABN 18 091 551 290) ("Promoter").
3. The Competition is open to individual Australia residents aged 18 years or older only ("Entrant"). Entry is not open to directors, management, officers and employees of the Promoter.
4. The Competition commences at 12pm AEST on Monday 1 June 2020. Entries close at 11.59pm AEST on Monday 6 July 2020 ("Competition Period"). Entries received outside of the Competition Period will not be accepted by the Promoter and will be deemed to be invalid.
5. The time of entry will be deemed to be the time the entry is received by the Promoter and not the time of transmission by the Entrant.
6. This Competition is a game of skill, chance plays no part in determining the winner.
7. Participation in the competition and any related activities, including travel, is at the entrants' own risk.

HOW TO ENTER:

1. To enter the Competition, the Entrant must submit to the Promoter a completed entry application, available at www.brisbaneminigarage.com.au/competition. This application will require the Entrant to provide, amongst other things: a sketch of how the Entrant has designed a MINI Design for the competition and in 50 words or less the inspiration behind the Entrant's sketch; and why the Entrant believes it should win a prize in this Competition ("Entry")
2. The Entrant may enter as many times as they like throughout the Competition Period provided that each entry is unique and original.
 - a. To be an eligible entry, the Submission MUST:
 - i. be wholly owned (the all intellectual property) by the entrant(s). No proxy Submissions will be accepted.
 - ii. be new and original concepts which have not yet been commissioned and for which the worldwide rights are still available.
 - iii. Be able to be transformed into digital art that is scalable for an Art Car Vinyl decal design install. The Winner shall be aware that the design may be modified to work with the install creative on the car at the discretion of the promoter.
 - iv. Be submitted via emailed to marketing@brisbaneminigarage.com.au with a small summary of the works about the art before the competition period ends
 - v. The promoter reserves the right to not choose a winner if the submitted creative during the submission period is not to a level deemed fitting for the brands it represents.
3. To enter the Competition, Entrants must follow the entry instructions and comply with all other applicable requirements during the Competition Period. Entries must be submitted in accordance with the entry instructions and will not be accepted in any other form.

4. An Entrant's Entry must not be late, incomplete or incomprehensible or contain any content that infringes the rights (including intellectual property rights) of any person or is unlawful, obscene, offensive, indecent, defamatory, discriminatory, libellous, threatening, pornographic, harassing, hateful, racially or ethically offensive or otherwise objectionable or inappropriate (which includes, without limitation, any content involving excessive violence, malice or swearing), capable of encouraging conduct that would be considered a criminal offence, capable of violating any law or giving rise to any civil liability.
5. Once submitted, no changes to or withdrawal of an Entry will be permitted.
6. Correct entry information is the responsibility of the entrant.
7. Entrants warrant that all of the information provided, including the information provided on the competition entry form and the credits, is true and correct.
8. By submitting to Create the Brisbane Powerhouse Art Car, entrants automatically grant Brisbane Powerhouse and Brisbane MINI Garage a non-exclusive, royalty free license to use the Submission (in whole or in part) for PR and the marketing of CREATE A MINI ART CAR FOR BRISBANE POWERHOUSE

SELECTION OF WINNERS & PRIZES:

1. Of the Entries submitted, four will be shortlisted (the "Shortlist") to win the competition prize. The will be awarded by the Promoter following a judging of all valid Entries received within the Competition Period by a panel of judges appointed by the Promoter and located at the Promoter's offices and will be judged collaboratively via a Zoom Call by close of business on Friday 10 July 2020.
2. Subject to Brisbane Powerhouse and Brisbane MINI Garage approving the Winner's submission, the Winner will receive:
 - (a) Framed Photograph of the winning design installed on the Brisbane Powerhouse Art Car
 - (b) A \$200 voucher exchangeable for tickets to Brisbane Powerhouse presented shows
 - (c) Opportunity to drive the car for one month starting in August 2020 (winner must be located in Queensland to claim). Petrol, tolls and parking expenses not included. Winner must sign an indemnity form before the loan progresses.
3. All prizes are non-transferable and cannot be redeemed for cash

THE DESIGN

1. By submitting an entry to CREATE A MINI ART CAR FOR BRISBANE POWERHOUSE, the Winner automatically grants Brisbane Powerhouse and Brisbane MINI Garage a five-year (exclusive to Brisbane MINI Garage and Brisbane Powerhouse for the first two years and non-exclusive afterwards) royalty free licence to:
 - a. in the case of Brisbane MINI Garage, use the Materials digitally on Brisbane MINI Garage's website and social media accounts and channels and to display the physical Materials in Brisbane MINI Garage's dealership;
 - b. in the case of Brisbane Powerhouse, use the Materials digitally on Brisbane Powerhouse's website and social media accounts and channels and to display the physical Materials in on location at Brisbane Powerhouse.
 - c. in any other case, with the approval of the entrant not to be unreasonably withheld or delayed.
 - d. Subject to availability, the Winner will provide the services of at least one individual responsible for the creative direction of the Design for the reasonable publicity and promotional purposes of Brisbane MINI Garage and Brisbane Powerhouse, not to exceed 8 hours.
2. By submitting an entry to The Competition, the Winner warrants and represents as at the date of submitting the entry and on delivery of the submission that:
 - a. the Winner is the sole and exclusive proprietor of the Design throughout the World and has the unrestricted right to grant all the rights and licences to the promotor as set out in these terms free of any encumbrances; and
 - b. the Design Materials are original and will not be contrary to, infringe or breach any law or any person's right under any law.
 - c. The Winner indemnifies and holds The Promoter harmless from and against any and all actions, claims, suits, demands, costs and expenses (including legal expenses), damages, injury or losses incurred or suffered by the promotor arising from or relating to any breach or alleged breach by the Winner of any terms or conditions of these terms; and/or any act or omission, negligence or recklessness of the Winner.
 - d. Beneficiaries of any prize accept the prize 'as is' and acknowledge that neither The Promoter accept any responsibility for any tax implications that may arise from their receipt of any prize. Beneficiaries should seek independent financial advice.

GENERAL

1. The Promoter will collect Entrants' personal information in order to conduct the Competition and also in order to conduct advertisements, publications, media statements and other promotional material associated with the Competition. If the information requested is not provided, the Entrant may not participate in the Competition. The collection use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's privacy policy, available at /help/privacy. Any Submission that does not comply with these terms is invalid.
2. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event that they are a Winner (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting

this Competition (including any outcome) and promoting any goods or services provided by the Promoter.

3. By entering the Competition, the Entrant consents to receipt of any email regarding the Competition and other emails or communications which inform the Entrant of the Promoter's other publications, products, services and events and to promote third party goods and services in which the Promoter considers the Entrant may be interested.
4. The Promoter reserves the right to verify the validity of any Submission and any entrant and may disqualify any entrant whom the Promoter has reason to believe has breached any of these terms.
5. Failure by the promotor to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. Nothing in these terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act* or similar consumer protection laws in the states and territories of Australia ("Non-Excludable Guarantees").
7. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, The Promoter and their related entities are not responsible for and exclude 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 (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; (e) any tax liability incurred by a beneficiary of a prize; (f) use/taking of the prize.
8. All Entries may be uploaded onto the Promoter's website. Entries may also be displayed on the Promoter's blog, Facebook page, Instagram account, Twitter account or any other social media platform and in any digital communications.
9. Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
10. By entering this Competition each Entrant warrants to the Promoter that their submitted Entry is an original work of the Entrant, has not been previously published or won any award and does not contain any material which would infringe the rights of any third party, including any copyright, trademark, registered design, patent or any other third party intellectual property rights. The Entrant agrees to indemnify the Promoter and keep the Promoter indemnified against all claims and costs incurred by third parties arising from a breach of the warranties set out in this clause.
11. Each Entrant assigns all proprietary rights (including any intellectual property rights) they have in their Entry to the Promoter. Each Entrant acknowledges and agrees that their Entry becomes the property of the Promoter and the Promoter has the right to alter the design or content of each Entry and use the Entry across any communication or marketing platform owned or used by the Promoter. The Promoter is entitled to use any of the submitted Entries for any purpose, including (but not limited to) any future promotion, marketing or publicity purposes. The Promoter reserves the right to require an Entrant to enter into any documentation on terms acceptable to the Promoter that reflects this obligation.
12. The Promoter reserves the right to review any Entry before uploading to or publishing that Entry through any publicly visible platform or communication channel. The Promoter further reserves the right to remove, at any time, from any communication channels or platforms on which the Entries have been published, any Entry it deems, in its sole discretion, to be offensive, obscene,

defamatory or libellous, threatening, pornographic, hateful, racially or ethnically offensive or not in the spirit of the Competition or in breach of any legislation, regulations or by-laws.

13. 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 interferes or tampers with the Entry process or if the Entrant is engaged in any unlawful or other misconduct calculated to jeopardize the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
14. Despite anything to the contrary in these Terms and Conditions, errors and omissions may be accepted at the Promoter's complete discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. The Promoter's decision in relation to any or all aspects of this Competition is at its complete discretion, final and binding on all persons who enter into this Competition and no correspondence will be entered into.
16. Any costs associated with entering this Competition are the responsibility of each Entrant.
17. The Promoter accepts no responsibility for late, lost or misdirected Entries or other communications. Entries will be deemed void if forged, manipulated or tampered with in any way. Incomplete, indecipherable, or illegible Entries will also be deemed invalid and will not be included in the Competition. All Entries are deemed to be received at the time of receipt by the Promoter and not the time of transmission by the Entrant. The Promoter cannot accept responsibility for any Entry not received. The Promoter assumes no responsibility for any failure to receive an Entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches.
18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees or implied warranties as provided under the Competition and Consumer Act 2010 (Cth) or any other applicable consumer protection laws.
19. Except for any liability which cannot be excluded by law, the Promoter and its associated companies are not responsible for and exclude all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising from or in any way connected with this Promotion, including:
20.
 - a. Any problems or technical malfunction (whether or not under the Promoter's control) of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to Entrants or any other person's property related to or resulting from participation in this Competition;
 - b. Any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Competition, or by any technical error that may occur in the course of this Competition;
 - c. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or third part interference or unauthorised access to or alteration of entries or entrants details;
 - d. any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter);
 - e. any tax liability incurred by a Winner or entrant (independent financial advice should be sought);
 - f. participation in this Competition; or
 - g. cancellation of this Competition.

21. This Competition, or any part or aspect of it, may be changed, varied or withdrawn at any time without prior notification. In the event of any dispute, the Promoter will be the sole arbitrator and its decision will be final (subject to any laws that may apply).
22. Any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
23. These Terms and Conditions embody the entire agreement between the Promoter and each Entrant with respect to this Competition.
24. Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.
25. The Promoter can be contacted at:
Email: marketing@brisbaneminigarage.com.au Phone: (07) 3853 0011

Abridged T&Cs:

The Competition is open to Australia residents aged 18 years or older only. To read the competitions full terms & conditions visit www.BrisbaneMINIGarage.com.au/competition