

Le Mans YDA & JRL Race Kart and full track support Prize 2024

SCHEDULE TO GO KART PROMOTION PRIZE

Competition Name: Le Mans Entertainment Pty Ltd 2024 Race Go Kart and support Prize for YDA & JRL participants.

Promoter :

Le Mans Entertainment Pty Ltd ACN 108 128 927 ABN 48 108 128 927 of 55 Waterview Close Dandenong South, Victoria 3175.

Third Party Supplier:

Melbourne Kart Centre Pty Ltd ACN 607 377 391 of Unit 13, 632-642 Clayton Road Clayton South 3169

Residency restriction: Victoria, Australia

Entry – age restriction minimum age 12 to maximum age of 17 at time of participation in any event in 2024 and open to anyone who participates in the Le Mans Young Driver Academy (“YDA”) or in any Junior Race League (“JRL”) in 2024 at Le Mans racetrack at 55 Waterview Close, Dandenong South, Victoria 3175.

How to enter:

Every completed term of the Le Mans YDA program will earn 1 entry with a maximum of 4 available during the 2024 competition period per person.

Every podium finish of Le Mans Junior Race League will also earn an entry, there being 10 races for the 2024 competition period so 3 qualifying entries per race.

A person can have multiple entries, up to a maximum of 14 entries available per person.

First potential commencement date: 2 February 2024.

Last potential closing date: 7 November 2024.

Last potential draw date: 31 December 2024.

Last potential publication date: 31 December 2024.

Last potential unclaimed prize draw date: 31 December 2024.

Last potential unclaimed prize publication date: 31 December 2024.

Are multiple entries permitted? Yes. But see above restrictions and limitation.

Prize – 1 Arrow 6.2 Racing go-Kart with engine and tyres, timing system My Chron Data logger and other accessories, plus on track support from Melbourne Kart Centre (as part of the Club Day Racer program for 2025), which consists of coaching, training with storage of the Kart and delivery to and from the Oakleigh Go Kart Club track as required, MKC race team membership, with off track coaching and free entry to all Le Mans JRL events for 2025.

Determining the winner: The winner will be selected at random, from those eligible and who have lodged an entry. The winner will be drawn at random on the final round of JRL for 2024. The Draw

will take place at Le Mans in public viewing. Each entry will be assigned a number and draw a ball out of a barrel type of scenario. Winner or a legal guardian must be in attendance at the draw to claim prize.

Publishing results: Results will be published by the last publication date on the Le Mans website.

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TERMS AND CONDITIONS FOR 2024

PART A - INTRODUCTION

1. Information on how to enter and Prize details and all details on the Schedule form part of these terms and conditions.
2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

PART B - PRIVACY

5. The Promoter will collect and use each entrant's personal information for the purposes of:
 - (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
 - (b) providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
 - (c) research to improve its products and services.
6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.

PART C - WHO CAN ENTER THE COMPETITION

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies are not eligible to enter. Immediate families mean:- spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling and their grandchildren.

PART D – HOW TO ENTER THE COMPETITION

10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
11. If the Schedule permits entrants to submit more than one entry, each entry must be submitted separately.
12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
13. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which do not comply with these terms and conditions or which contravene any applicable laws or regulations.
14. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
15. The eligibility of entries is solely within the discretion of the Promoter. Unsportsman like or improper behaviour during the competition period can result in forfeiting or disqualification from being eligible to win the prize.
16. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

PART E - PRIZES

17. Each Prize is not transferrable, exchangeable or redeemable for cash.
18. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
19. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
20. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
21. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.
22. Joint promotion; Le Mans is responsible for providing the kart. Melbourne Kart Centre is responsible for providing the track support for 12 months during 2025.
23. Prize remains the property of Le Mans Entertainment Pty Ltd for a period of two (2) years, after the completion of this period the ownership is transferred to the competition winner provided the winner has fulfilled their obligations of winning the prize.

Obligations include but are not limited to:

- Ensuring Le Mans Entertainment branding is displayed on prize at all times,
- Prize is used for racing at endorsed Victorian Australian Karting Association tracks,
- Winner is to obtain appropriate AKA licenses and membership for Oakleigh Go Kart Club,
- Is not to bring Le Mans Entertainment brand into disrepute.

PART F - HOW THE WINNER IS DETERMINED

22. The Competition is a game of Chance.

23. At the time and date specified in the "Determining the winner" section of the Schedule, each valid entry will be entered into a process of random selection.

24. The winning entry will be the entry that is selected at a random draw.

25. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule

26. The promoter's decision will be final and binding and no correspondence or discussions with entrants or any other person will be entered into.

PART G - NOTIFICATION AND CLAIMING THE PRIZE

27. The Promoter will provide the winner with instructions on how to claim their Prize. It is the responsibility of the winner to comply with the Promoter's instructions.

28. The Promoter reserves the right to request the winner to provide proof of their identity and/or proof that they were responsible for the winning entry.

29. The winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. The winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.

30. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

31. The winner or a legal guardian must be in attendance at the time of the prize draw to be eligible to claim the prize.

PART H - UNCLAIMED PRIZES

31. The Promoter will take all reasonable steps to identify and notify the winner in an attempt to ensure that the winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within one month of the date on which the winner is determined, their Prize is forfeited and will be awarded to the next entry redrawn by the Promoter.

32. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

PART I – NO LIABILITY

33. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

PART J - TERMINATION OF COMPETITION

34. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws.

For more details please contact: info@lemansgokarts.com.au