



POLARIS “FOUR LEGS PEOPLE’S CHOICE” COMPETITION TERMS AND CONDITIONS

This competition (“**Competition**”) is conducted by Polaris Sales Australia Pty Ltd ABN 62 088 081 949, of 36 Grimes Crt, Derrimut Victoria 3030, 03 9394 5610 (“**Promoter**”).

1. All entry instructions, Prize information, the Prizes and advertising material published by the Promoter form part of these terms and conditions. By entering and participating in this Competition, entrants are deemed to have acknowledged and accepted these terms and conditions.
2. Only people who have previously submitted a photo which is an Eligible Entry in the “Four Legs to Win Four Wheels Competition” (the “**First Promotion**”) previously conducted by the Promoter are eligible to win the Prizes.
3. The criteria for Eligible Entrants to this Competition and Eligible Entries are set out in the terms and conditions for the First Promotion, see <http://cdn.polaris.com/orv/2017/documents/PDFs/polaris-australia-four-legs-t-and-c.pdf>.
4. The Competition commences when the first advertisement advertising the Competition is posted by the Promoter to the Facebook Page and closes two (2) weeks later, unless extended by the Promoter in its sole discretion (“**Voting Period**”).
5. During the Voting Period, the Promoter will post a selection of photos that met the eligibility criteria contained in the terms and conditions of the First Promotion on Facebook. Facebook users will then vote on their favourite photo on Facebook via a widget add-on “Woobox”. A person may only vote on one photo. Votes will be visible to all visitors to the Facebook page throughout the Voting Period.
6. At the end of the Voting Period:
 - a. the Eligible Entrant whose photo receives the most votes will win the first prize, being a Polaris 2018 RZR 170, valued at \$5,995 (RRP) (“**First Prize**”);
 - b. the Eligible Entrant whose photo receives the second most votes will win the second prize, being a voucher valued at \$3,000 which can be spent at any authorised Polaris dealership (“**Second Prize**”); and
 - c. the Eligible Entrant whose photo receives the third most votes will win a Polaris Generator, valued at \$1,700 (“**Third Prize**”).
7. The First Prize, Second Prize and Third Prize are collectively referred to as the “**Prizes**”, and the winners of the Prizes are referred to as the “**Prize Winners**”.
8. The total prize pool for the Competition is valued at AUD \$10,695.00.
9. The Promoter reserves the right to disqualify a Prize Winner if the Promoter becomes aware that the Prize Winner and/or the Prize Winner’s entry is of a type that contravened the terms and conditions of the First Promotion..
10. The First Prize and Third Prize will be delivered to the Prize Winners nearest Polaris dealership, and the winners of these prizes are responsible for collecting their prizes from the Polaris dealership/s. Any costs associated with the collection of the First and Third Prizes from the Polaris dealership/s are the sole responsibility of the Prize Winner. The Second Prize will be mailed to the winner.
11. The Prizes or any element of the Prizes are not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars and are correct at the time of printing. The Promoter accepts no responsibility for any variation in the value of the Prizes.
12. The Prize Winners will be announced and published by the Promoter on Facebook and will be contacted via Facebook Messenger within 7 days of the end of the Entry Period . In the event that a Prize Winner cannot be contacted or does not accept a Prize, the Prize will be forfeited. If for any reason a Prize Winner does not receive a Prize, including because it does not accept the Prize, or for any other reason contemplated in these terms and conditions, the Promoter will offer the Prize to the Eligible Entrant whose Eligible Entry has the next highest number of votes.

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13. The Prizes and any element of them must be taken in whole when offered or will be forfeited. The Prize is not transferable or exchangeable.
14. The Prize Winners must prove their identity to the Promoter's satisfaction by providing any signed documents and identification requested by the Promoter. The Prizes will not be awarded if legitimacy or identity of the Prize Winners cannot be confirmed.
15. Any additional costs not expressly stated, but which may be incurred in the acceptance and use of the Prizes, are the sole responsibility of the Prize Winners.
16. If for any reason this Competition is not capable of running as planned, or is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, weather event, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend the Competition, or invalidate any affected entries, subject to the approval of any relevant gaming authorities where required.
17. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); or (v) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a Prizes.
18. All of the Promoter's decisions in relation to all aspects of this Competition are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. The Prize Winners accepts the Prizes at their own risk. Any tax liability arising as a result of accepting the Prizes is the responsibility of the Prize Winner. Independent financial or legal advice should be sought.
20. 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 Australian Consumer Law (contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), as well as any other applicable implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
21. The Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability, except for any liability that cannot be excluded including the Non-Excludable Guarantees, for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition, the Photo Shoot or the Prize, including without limitation: (i) any indirect, special, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death. To the extent that such liability cannot be excluded by law, it is limited to the minimum allowable by law.
22. The Prize Winners, having participated in the First Promotion, have already agreed to (a) transfer ownership and other rights in Eligible Entries to the Promoter, (b) be involved in publicity regarding their Eligible Entries and (c) have information provided in the course of the First Promotion used and disclosed by the Promoter in accordance with the terms and conditions of the First Promotion, see <http://cdn.polaris.com/orv/2017/documents/PDFs/polaris-australia-four-legs-t-and-c.pdf> for full details.
23. This Competition is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc. and Entrants expressly release Facebook, Inc. for any loss or damage suffered as a result of participating in the Competition.

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