**Conti x Bald Stars 2.0**

**Competition T&Cs**

**Collection Notice**

**Continental Tyres of Australia Pty Ltd** collects your personal information (including name, Meta social handle, phone number, email address and membership details) when you enter this promotion for the purposes of administering the promotion. If we do not collect your personal information you will not be able to enter this promotion or claim your prize. We may disclose this information to third parties such as local lottery authorities and service providers assisting us with administering this promotion, for the purpose of conducting this promotion, including prize notification and fulfilment.

Our privacy policy can be found at<https://continentaltire.com/privacy> and contains information about how you may access and seek correction of your personal information that we hold, how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter’s Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard. If you have an enquiry or complaint about your personal information please contact us at privacy@continental.com.

**Conditions of Entry**

* 1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
	2. Participation in this promotion is deemed acceptance of Continental Tyres Terms of Use which may be viewed at [http://](http://www.contibaldstars.com.au/)[www.baldstars.com.au](http://www.baldstars.com.au).
1. The Promoter is Continental Tyres of Australia Pty Ltd, ABN 50 136 883 148 located at 2 Scholar Drive, Bundoora, Victoria 3083. Email: continental@elevenpr.com.au
2. This competition is open to all Australian residents. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or companies 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. Participants under the age of 18 must first seek permission from their parent or legal guardian, and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. The competition commences on Monday 18 September 2023, and concludes on Sunday 1 October 2023 at 11.59pm (“Promotional Period”). All times are AEDT.

**How to enter**

1. To enter, participants must complete the following steps during the Promotional Period:
* Follow Continental Tyres Australia on Instagram at @ContinentalAU (“Instagram Page”);
* Locate the Bald Star’s competition post on the Instagram Page; and
* Tag themself or another Instagram user, in the comments of any of the Bald Star’s competition post or Continental Tyres’ post and provide an answer to the prompt in the competition post in twenty-five (25) words or less and focus around being a ‘Bald Star’ (i.e. bald, brave and has good footy knowledge).
1. Judging will take place at 2 Scholar Drive, Bundoora, Australia at 9.00am on Monday 2nd October 2023. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Winners will be notified by a direct message on Instagram.
2. The judges’ decision in relation to any aspect of the competition is final and binding on each person who enters and no correspondence will be entered into.
3. This is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually based on the following criteria:
	* + 1. literary and creative merit of the answer provided to the promotional prompt; and
			2. the quality of their Instagram profile based on humour and how well it fits the ‘Bald Star’ spirit (i.e. bald, brave and has good footy knowledge).
4. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
5. Incomplete or indecipherable entries will be deemed invalid.
6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per comment; (b) each comment must be substantially unique (entrants must provide a new response to the prompt for each entry); (c) each entry must be submitted separately and in accordance with entry requirements; and (d) a limit of one (1) prize per person applies.

**Prize**

1. The best six (6) valid entries, as determined by the judges, will each receive a brand-new set of tyres (as set out in the ‘Set of 4 Tyres’ section below) as well as a feature on Continental Tyres Australian Instagram page.
2. Total prize pool value is up to $9,000.

**Set of 4 Tyres**

1. Each Set of 4 Tyres prize comprises of one (1) x set of four (4) Continental tyres to the total maximum value of $1,500.00.
2. The Promotional Partner for the Set of 4 Tyres prize is Continental Tyres (ABN: 50 136 883 148).
3. The Set of 4 Tyres prize includes the cost of four (4) tyres, plus fitment. Any costs above this allocation are the responsibility of the winner.
4. Eligible tyres are any in-stock 4 x Continental branded passenger, SUV or 4x4 tyres that can be selected from (this includes tyre sizes and marketing lines that are not stocked or are in transit). A brand within the Continental family of brands will be offered in the first instance, if there is a Continental branded tyre in stock and in the size the winner has nominated. Another brand within the Continental family of brands may be offered if the nominated tyre size is not available in a Continental tyre.
5. Winners will be directed to the closest participating retailer who will manage the tyre fitment.
6. Continental retailers are listed at the Dealer Locator link on the Continental Tyres website - [www.continental-tyres.com.au/car.](https://protect-eu.mimecast.com/s/L0npCgxgJHY9BGOMHJg05h?domain=continental-tyres.com.au)
7. Terms and conditions can be located at <https://www.continental-tires.com/au/en/b2c/stories/bald-stars/>. The Set of 4 Tyre prize must be claimed by Tuesday 31 December 2024. If unclaimed by this date the prize will be forfeited.

Can we look to have a shorter claim period? Just in an attempt to not have this drag out. I’d suggest 6 or 12 months max.

**General**

1. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
2. The Promoter reserves the right to verify the validity of entries (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any eligible entrant where the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process 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.
3. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
4. 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 or other difficulties, unauthorised intervention or fraud, the Promoter reserves the right, at its sole discretion and without notice, to the fullest extent permitted by law (a) to cancel, modify, suspend or terminate the promotion in whole or in part as appropriate; or (b) to disqualify any entrant.
5. The prize cannot be assigned, transferred, exchanged, redeemed for cash, or substituted except when permitted by the Promoter in their sole discretion. If for any reason a winner does not take/redeem the prize at the time stipulated by the Promoter, then the prize will be forfeited.
6. Entrants consent to the Promoter using the entrant’s name, likeness, image, entry and/or voice in the event that they are a winner (including photograph, film, and/or recording of the same) in any media for an unlimited time without notice or remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
7. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images (“Content”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
	* + 1. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
			2. their Content shall not contain viruses or cause injury or harm to any person or entity;
			3. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
			4. the Content is the original literary work of the entrant that does not infringe the rights of any third party;
			5. they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
			6. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
8. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
9. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
10. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
11. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia (“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.
12. 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) any tax liability incurred by a winner or entrant; or (f) use of the prize.
13. Entrants acknowledge that this promotion is in no way sponsored, endorsed or administered by Instagram, and that any queries, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. In participating in this promotion, entrants are providing information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law. To the extent permitted by law, entrant releases Instagram from all liability in relation to this promotion.