

Schedule 1 - BMW YourMelbourne 2023 Promotion Terms and Conditions to be between each Entrant and BMW Australia Ltd

BMW YourMelbourne 2023 PROMOTION

TERMS AND CONDITIONS

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. The Promoter is BMW Australia Limited (ACN 004 675 129), 783 Springvale Road, Mulgrave VIC 3170, telephone 133 269 ("**Promoter**").
3. Entry is open to residents of Australia aged 18 and above and who are enrolled students at Royal Melbourne Institute of Technology ABN 49 781 030 034 ("**RMIT**") or University of Melbourne ABN 84 002 705 224 ("**Melbourne University**") on the end date of the Promotional Period.
4. Employees (and their immediate families) of the Promoter, RMIT, Melbourne University 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.
5. Entries into the promotion open at 9.00am AEST on 14 August 2023 and close at 5:00PM AEST on 29 September 2023 ("**Promotional Period**").
6. Eligible individuals may enter the Promotion by submitting a digital or physical submission, in any medium (including essay, multimedia, audiovisual, electronic or a model (scale or abstract) of up to a size of one cubic metre (1m³)) to respond to the following question:

"Use your education and knowledge to present your concept/vision of Melbourne, Victoria in 2040 considering the future needs of the city and its population. The submission should deal with the following:
 1. *Urban Planning;*
 2. *Public Mobility;*
 3. *Personal Mobility;*
 4. *Sustainability; and*
 5. *Connectivity."*
7. Entries may be submitted to the Promoter, through the following means:
 - (a) In the case of digital entries, by email to yourmelbourne@bmw.com.au or upload using the portal on the Promoter's website, bmw.com.au; or
 - (b) In the case of physical entries, by delivery to the Promoter's office at the address set out in clause 2, above,and must be received by the Promoter within the Promotional Period.
8. Entries may be submitted to one of two categories:

- (a) The “**Individual**” category, where entries must be submitted by a single eligible individual who has prepared the entry alone; or
- (b) The **Team**“ category, where entries must be submitted by teams of up to three (3) eligible individuals, provided that one of the team members must be nominated as the “contact” for communication with the Promoter and delivery of any prizes that may be awarded to the Team.

Each person who submits an entry to the Individual category or is a member of a team that submits an entry to the Team category is an **Entrant**.

- 9. Strictly one (1) entry per Entrant. To avoid doubt, an Entrant may either submit an entry to the Individual category or as a member of a Team that submits an entry to the Team category, but not both.
- 10. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an entrant’s identity, age, place of residence and enrolment at RMIT or Melbourne University) 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 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. To avoid doubt, by submitting an entry, each Entrant provides their consent for the Promoter to verify any information regarding the Entrant or the entry in accordance with this clause.
- 11. Incomplete or indecipherable entries will be deemed invalid, and the Promoter accepts no responsibility or liability to provide Entrants with an opportunity to correct or resubmit entries.
- 12. 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.
- 13. This promotion is a game of skill. Winners of each of the Individual and Team categories will be determined by a panel of three judges: one appointed by each of the Promoter, RMIT and Melbourne University (each a **judge** and collectively, the **Panel**). Judging shall take place between 2 to 27 October 2023 at any location occupied by the relevant judge physically or virtually.
- 14. Winners will be determined by the Panel based on the creativity, ease of implementation and potential effectiveness of the solution set out in the Entrant’s entry, and the completeness with which the entry deals with the five areas outlined in the question in clause 6. The Panel will judge entries separately for entries received from Entrants in each category, and order entries for each group in accordance with the judging criteria as they consider necessary to enable them to award prizes to the top three (3) entries and next best entries if a prize is unclaimed.
- 15. The winners will be announced at an award ceremony announced by the Promoter on 17 November 2023 at the Promoter’s offices, and notified in writing by email and phone within three (3) business days after that ceremony. Winners will also be published on the Promoter’s website.
- 16. The Promoter’s decision is final and no correspondence will be entered into.

17. The prizes to be awarded to winning Entrants are:

	Individual category	Team category (prizes awarded to team as a whole)
1 st	\$5,000 (by way of EFT to the bank account nominated by the winner)	\$7,500 (by way of EFT to the bank account nominated by the winner)
2 nd	\$1,000 Apple Store Gift Card	\$1,500 Apple Store Gift Card
3 rd	\$500 Amazon.com.au Gift Card	\$750 Amazon.com.au Gift Card

Total prize pool estimated to be \$16,250.

Redemption of gift cards offered by third parties (Apple, Amazon) are subject to the issuer's terms and conditions of use which are available at <https://www.apple.com/legal/giftcards/applestore/> and <https://www.amazon.com.au/gp/help/customer/display.html?nodeId=201936990>.

In addition, the Promoter may, in its discretion, offer first place winning Entrants the opportunity to complete a one week work placement experience for the winners in each category. Such Entrants will be given the option to accept or reject the offer.

18. Winners must contact the Promoter after being notified that they have won a prize to claim the prize, and advise of any details which are necessary in order to receive a prize (if relevant). If a first place prize in a category is not claimed within 12 months of the date of its award to the winner, the Promoter shall lodge the prize as unclaimed money with the State Revenue Office (Victoria). If a second or third prize winner fails to do so before 17 February 2024, then that winner is deemed to have forfeited the prize. The Promoter reserves the right, in its sole direction, to then award the unclaimed/forfeited prize by awarding it to another entrant in order of merit based on the judging (to 4th place, then 5th place and so on).
19. Entrants consent to the Promoter using their entry, name, testimonial, likeness, image and/or voice in the event they are a winner (including any part, extract, 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. By submitting an entry, each Entrant grants the Promoter and its related bodies corporate a worldwide, perpetual, royalty-free, irrevocable licence to use, modify, adapt or reproduce their entry or any part of it, and waives any moral rights that the Entrant may have in the entry or any derivative works.
20. 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 government restrictions on the holding of events or the movement of people, 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 Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Any cost associated with entering the Promotion is the Entrant's responsibility and, in the case of online entry, is dependent on the internet service provider used.
22. If the Entrant submits their entry in connection with coursework at RMIT or at Melbourne University (as applicable), the Entrant must comply with any policies or requirements of the relevant University in connection with that submission. The Promoter makes no representation or warranty that compliance with these Terms and Conditions shall be

sufficient to satisfy all requirements of the relevant University and accepts no liability in connect with any failure by the Entrant to do so.

23. 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, as well as any other implied warranties under the ASIC Act 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 and Related Bodies Corporate) 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 or the redemption or use of any prize (including any goods or services acquired by the Entrant by redeeming a prize).
24. 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) an Entrant's participation in the promotion; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) 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; (e) any variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) use or redemption of the prize.
25. 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 or indemnity form and any documentation reasonably required by the Promoter in connection with any work experience placement opportunity that is taken up by a first prize winner.
26. 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, and prize suppliers. 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.bmw.com.au/en/footer/footer-section/privacy.html>>. 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. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise specified by the Promoter, the Promoter may disclose entrants' PI to entities outside of Australia (see Promoter's Privacy Policy for details).
27. "Apple" is a trademark of Apple Inc. The promotion is a promotion of the Promoter and has not been authorised, sponsored, or otherwise approved by Apple Inc.

28. "Amazon" and all related marks are trademarks of Amazon.com, Inc. or its affiliates. The promotion is a promotion of the Promoter and has not been authorised, sponsored, or otherwise approved by Amazon Inc.