

1. Toyota Motor Corporation Australia Ltd (**Promoter**) invites eligible entrants to get creative and participate in the Toyota Legendary Moments promotion (**Promotion**).
2. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry.
3. Entry is open to Australian residents of any age (**Entrant/s**). If the entrant is under the age of 13, entries must be submitted by the Entrant's parent or legal guardian (**Legal Guardian**). Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers associated with this promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor. Entries are limited to one (1) per person - if multiple entries are received, it is up to the discretion of the Promoter to select which entry is eligible for the Promotion.
4. To enter the Promotion, Entrants or Legal Guardians must submit an original video OR photograph created by Entrants replicating their favourite legendary AFL moment in accordance with these Conditions of Entry.
5. Entries must:
 - a. replicate any moment from a previous AFL or AFLW match;
 - b. enclose which moment they are replicating during their entry;
 - c. not infringe any third party rights;
 - d. be related to the theme of the Toyota Legendary Moments theme (as determined by the Promoter in its sole discretion);
 - e. be submitted by sharing a photograph OR video of the replicated moment on a public Facebook or Instagram account and hashtagging #ToyotaLegendaryMoments OR tagging @toyota_au
 - f. state which moment is being replicated;
 - g. adhere to the government social distancing laws at the time of entry creation;
 - h. be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid;
6. Entries will be accepted in accordance with 5(a) to 5(h) between 11:00am AEST 4 May 2020 and 11:59pm AEST 31 May 2020 (**Promotion Period**). No entries will be accepted outside of the Promotion Period.
7. Entrants and Legal Guardians warrant and agree that they will not submit any content on behalf of Entrants (if appropriate), that:
 - a. is unlawful or fraudulent;
 - b. the Promoter may reasonably deem to be in breach of any intellectual property, privacy, or proprietary rights;
 - c. is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender; and
 - d. is not suitable for children aged under 15, or otherwise unsuitable for publication.

7A. The Promoter reserves the right to disqualify an entry which it considers (in its absolute discretion) does not comply with these Conditions of Entry. be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

7B. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:

- a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
- b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation

8. Incomplete Entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.

9. Entrants agree that they are fully responsible for all content and materials they submit and the Promoter shall not be liable for such to the full extent permitted by law.

10. No responsibility is accepted by the Promoter for late, lost, misdirected, or illegible entries (including lost, stolen, forged, defaced or damaged proof of entry).

11. This is a game of skill, and chance plays no part in determining the winner. Each entry will be individually judged based on its message, uniqueness and effort. The judges' decision in relation to any aspect of the Promotion will be final and binding on every person who enters. No correspondence will be entered into.

12. Judging will take place every Monday during the Promotion Period live dates virtually using TMCA technological systems

13. Prizes will be awarded to one (1) winning entrant every week (4 in total). Each of the four (4) winners will receive an official AFL merchandise package (including jersey, hat and scarf) signed by a player from a club of the winners choosing. Total prize pool value is up to \$659.88 (pending sizing). The prize winners will be notified by social media or email. It is the Entrant's responsibility to notify the Promoter if their contact details change during the Promotion Period.

14. If a Prize is not claimed within thirty (30) days of the winner being informed or the entry is deemed invalid, the Promoter reserves the right to award that Prize to the next best entry, as determined by the judge(s).

15. By submitting an entry to the Promotion, the Legal Guardian, assigns all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, the Legal Guardian consents to any dealings with the entry that may otherwise infringe any moral rights in the entry. Once submitted, no changes to or withdrawal of an entry will be permitted. All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.

16. The Promoter and the companies and agencies associated with this Promotion may also publish the names and State/Territory of the winning Entrants on their website(s).

17. The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

18. The Prize(s) and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the Prize is cash). If a Prize, or an element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of Prizes.

19. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prizes. Independent financial advice should be sought.

20. The Promoter may use any personal information entrants provide in connection with this competition for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors, and to Toyota dealers.

Some of the Promoter's related bodies corporate and contractors to whom the entrant's personal information may be disclosed are located overseas and as a result the entrant's personal information may be disclosed overseas. If entrants do not provide the information requested they will not be able to enter the Promotion.

The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). If entrants have any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Promoter at: 1800 TOYOTA (1800 869 682) or emailing customerexperience@toyota.com.au. A copy of the Promoter's privacy policy can be viewed at www.toyota.com.au.

The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it'