Terms and Conditions Relating to the Sydney Harbour Concours d'Elegance "Ultimate SHCE 2027 Experience" Competition

The 'Promoter' for **Sydney Harbour Concours d'Elegance "Ultimate SHCE 2027 Experience" Competition (Prize Draw)** https://sydneyharbourconcours.com.au/ is:

SYDNEY HARBOUR CONCOURSE PTY LTD (ABN 68 690 621 035) of registered office address: 165 Phillip St, Sydney NSW 2000, Australia

1. Eligibility

1.1. The competition is open to Australian residents, excluding residents of the Northern Territory (NT) and the Australian Capital Territory (ACT). Entrants must be over the age of 18.

1.2. Employees of the Promoter or any associated company and their immediate family as well as sponsors of the Prize Draw and their employees and judges of the Prize Draw and their immediate family, or anyone else involved in the organisation of the Prize Draw, may not enter the Prize Draw.

1.3. Entrants will require access to the internet to enter the Prize Draw.

2. How to enter

2.1. The entrant must be subscribed to the Sydney Harbour Concours d'Elegance email mailing list at the time of entry.

2.2. Entries must be made before 11:59pm AEDT, 13 December 2026 ("Prize Draw Period") to be valid. The Promoter's computer is the official time-keeping device for the Prize Draw. The winner will be announced at 4:00pm AEDT, 14 December 2026 via email.

2.3. Entries received after the end of the Prize Draw Period will not be valid.

2.4. No bulk, third party or automated entries are permitted.

2.5. All entrants (including the winners) must comply with any reasonable directions given to him or her by the Promoter in connection with the Prize Draw. Failure to comply with such directions may result in an invalid Entry and/or withdrawal of the Prize.

2.6. No responsibility can be accepted for entries not received for whatever reason.

3. Winner selection and contact

3.1. The Promoter will select one (1) winner at random at the end of the Competition Period. The decision of the Promoter shall be final. The Promoter will announce the winner by emailing the winner and naming the winner on the Sydney Harbour Concours d'Elegance Instagram account @sydneyharbourconcours

3.2. The Winner must have acted in accordance with all stated in clause 2.

3.3. No correspondence will be entered into respect of any decision made in connection with the Prize Draw.

3.4. At the end of the Competition Period, the Promoter will announce the winner on Instagram and will also contact the winner via email. ("Winner") whereby the Promoter will ask the Entrant for their details. Once the Details have been provided in the manner stipulated herein, the Promoter will provide further details regarding the Prize.

3.5. If any winner fails to provide their Details to the Promoter within 48 hours of the Promoter emailing asking them to provide the Details in accordance with clause 3.3 then the Promoter acting in its absolute discretion may:

3.5.1. make further attempts to contact that winner; and/or

3.5.2. withdraw the Prize from that Winner.

3.6. If the Prize is declined by a Winner or is withdrawn from a Winner by the Promoter under clause 3:

3.6.1. the declining or forfeiting Winner will continue to be subject to the provisions of these Terms and Conditions; and the Promoter may offer the Prize to a new Winner selected by the Judges in accordance with this clause 3.

3.7. The Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.

4. Prize

4.1. One (1) confirmed winner will receive:
One (1) double pass Club Ticket (two tickets) to the Friday session of Sydney Harbour Concours d'Elegance on 26 February 2027
One (1) night's accommodation for two (2) guests at Sofitel Sydney Wentworth on Friday, 26 February 2027
Two (2) Superyacht transfers on Friday, 26 February 2027
One (1) Pommery Brute bottle of wine
One (1) Chateau Gordone Rose' bottle of wine
Two (2) seats in the Sydney Harbour Concours d'Elegance parade on Friday, 26 February 2027
Two (2) seats in the Motorcade on Thursday, 25 February 2027
A private car tour for two (2) with a world-class international expert on Friday, 26 February 2027

Total Prize Value: $4,809.9

4.2. The Prize is non-transferable and non-refundable and the Winners cannot request any alternative prize.

4.3. There will be one (1) winner announced, total.

5. Winner publicity

5.1. The Promoter reserves the right to publish each Winner's name and Entry on the Promoter's official social media accounts, including Instagram and Facebook and on its website found at https://sydneyharbourconcours.com.au/

5.2. By entering the Prize Draw, if you are a Winner you agree to your Entry being published in accordance with clause 5.1 and to take part in and cooperate fully with all reasonable publicity accompanying or resulting from this Prize Draw without further recompense.

6. Entry requirements

6.1. Any Entry that is deemed by the Promoter, in its sole discretion, to be unlawful, obscene, vulgar, pornographic, hateful, threatening, discriminatory, offensive or which may otherwise bring the Prize Draw or Promoter into disrepute will be excluded from the Prize Draw and the Promoter reserves the right to take any further action in respect of such Entry that it deems appropriate.

6.2. The Promoter will fully cooperate with any law enforcement authorities or court order requesting or directing the Promoter to disclose the identity of or to locate anyone posting or linking any content to its Instagram pages which infringes any third-party rights or is in breach of any of these Terms and Conditions or any applicable law.

6.3. By entering this competition, an entrant is indicating his/her/their acceptance and agreement to be bound by these terms and conditions.

7. Use and display of Entries and copyright

7.1. The copyright subsisting in the Entry must belong to the entrant. Entrants will retain copyright in the Entries they submit. Entrants must not have infringed the rights of any other party or breached any laws when submitting their Entries. If an Entry contains reference to or images of a person, the consent of that person must have been obtained.

7.2. By submitting an Entry:

7.2.1. you licence and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such content for any purpose in any media including, but not limited to the Promoter's website, social media accounts, marketing materials, newsletters and promotional material without further compensation, restriction on use, attribution or liability;

7.2.2. you waive any moral rights or similar rights in respect of your entry to which you may be entitled (at the time of submission or in the future) under the Copyright Act 1968 as amended time to time or under any similar applicable laws in force from time to time in force anywhere in the world;

7.2.3. you acknowledge that third parties will have access to and will be able to publish your Entry in accordance with the terms of use of the social media platform through which your Entry is submitted.

8. Liability

8.1. Except for death or personal injury caused by negligence of the Promoter or its agents or representatives or for fraud or fraudulent misrepresentation, neither the Promoter, nor its agents or representatives assume responsibility for:

8.1.1. any Prize that is not redeemed;

8.1.2. any personal property;

8.1.3. any loss of enjoyment or wasted expenditure;

8.1.4. any system failures or malfunctions of any third-party websites;

8.1.5. any incomplete, lost, delayed or late Entries;

8.1.6. any failure to fulfil obligations of any third parties involved in this Prize Draw;

8.1.7. any fault, malfunction, damage, loss or disappointment suffered by the participants in the Prize Draw however arising from participating in the Prize Draw.

8.1.8. communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of this Prize Draw.

8.1.9. inaccessibility or unavailability of the internet, or any website (including without limitation any social media websites) or any combination thereof through dial up, broadband, mobile internet or WAP connections.

8.1.10. any injury or damage to a participant which may be related to or arising from the Prize Draw or the Prize.

8.1.11. if for any reason the Prize Draw or any website in connection with the Prize Draw is not capable of running as planned for reasons which may include without limitation, infection by computer, virus, tampering, unauthorised intervention, fraud, technical failures or any other causes which may corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion; and/or

8.1.12. any other matter outside of their reasonable control.

8.2. Nothing in these Terms and Conditions affects your statutory rights.

8.3. To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.

8.4. The Winners agree to indemnify and keep indemnified the Promoter, its group of companies and their officers, employees and agents from and against all liabilities, losses, damages and expenses (including legal and other professional fees) arising out of or in connection with any allegations or claims resulting directly or indirectly from:

8.4.1. their Entry into this Prize Draw; and/or

8.4.2. their receipt and use of any Prize.

9. General

9.1. The Promoter reserves the right to cancel or amend the Prize Draw or these Terms and Conditions if it has reasonable grounds for doing so. Any changes to the Prize Draw or these Terms and Conditions will be announced by the Promoter through its Instagram accounts.

9.2. By entering the Prize Draw you accept these Terms and Conditions as in force at the time you submit your Entry.

9.3. Any person who provides their Details to the Promoter in connection with this Prize Draw accepts:

9.3.1. these Terms and Conditions; and

9.3.2. the use of their personal data by the Promoter:

9.3.2.1. for the purpose of administration of the Prize Draw (including publishing the names of the Winners and any administration relating to the Prize); and

9.3.2.2. any other purpose for which they have consented.

9.4. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or any other Social Media Network. You are providing your information to the Promoter and not to any other party.

9.5. The use of any personal data by the Promoter shall be in accordance with current Australian data protection legislation and in accordance with the Promoter's Privacy Policy which can be found on the Promoter's website at https://sydneyharbourconcours.com.au/personal-data-policy/

9.6. Without prejudice to clause 6.1, the Promoter reserves the right to exclude any Entry from the Prize Draw if it deems it to be ineligible or otherwise invalid and the Promoter shall have complete discretion in this respect.

9.7. No responsibility can be accepted for lost Entries or incomplete Entries. Proof of Entry is not proof of receipt.

9.8. If any provision of these Terms and Conditions (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force.

9.9. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Promoter.

9.10. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law or any abandonment of any such right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

9.11. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9.12. For the names of the Winners or for a copy of these Terms and Conditions please send a stamped addressed envelope together with your written request to **Sydney Harbour Concours d'Elegance "Ultimate SHCE 2027 Experience" Competition (Prize Draw) SYDNEY HARBOUR CONCOURSE PTY LTD** of registered office address: 165 Phillip St, Sydney NSW 2000, Australia.

9.13. The Prize Draw, these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Australian Law. Any disputes or claims which may arise out of or in connection with the Prize Draw or these terms will be subject to the exclusion jurisdiction of the courts of Australia.