

POLARIS “[CAB CHALLENGE]” 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 Prize 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 To be eligible to enter the Competition and win the Prize an Entrant must be an Eligible Entrant.
- 3 To be an Eligible Entrant a person must:
 - 3.1 be aged 18 years or over;
 - 3.2 hold a current and valid Australian Driver’s licence;
 - 3.3 comply with these terms and conditions.
 - 3.4 the Competition is attempted by an Entrant and their assistant, in other words a team of two. The Entrant is the sole entity we recognise in this Competition.
- 4 Directors, management or employees, or their immediate family members, of the Promoter or its related entities, companies or agencies associated with the Competition are ineligible to enter the Competition.
- 5 The Competition commences on July 2, 2018 and closes when the winner of the final Competition is determined and not later than December 24, 2018.

- 6 The Promoter may, in its absolute discretion, declare an Eligible Entrant's entry invalid or disqualify any Entrant that tampers with the entry process or benefits from such tampering, submits an entry that is incomplete, inappropriate or not in accordance with these terms and conditions, or otherwise acts in a manner that is disruptive, dishonest or calculated to jeopardise the fair and proper conduct of this Competition.
- 7 The Promoter reserves the right to require an Entrant to verify the validity of their entry within a time specified by the Promoter, including but not limited to an Entrant's identity, eligibility, age, address, and to disqualify any Entrant who does not satisfy any entry criteria in these terms and conditions. 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. Errors and omissions may be accepted at the Promoter's sole discretion.
- 8 Eligible Entrants may only compete once and are permitted to have two attempts at the Competition and their fastest time of either attempt will become their sole entry in the completion. No "practice" runs are allowable at the Competition events.
- 9 An Entrant, if accepted to compete in the Competition, will be provided with a date and time and location at which they are to compete. If the Entrant is more than 5 minutes late, their attempt at the Cab Challenge Competition is forfeited.

10 This Competition is a game of skill and chance plays no part in determining the Prize Winner. The Prize will be awarded to the Eligible Entrant that submits the fastest time in the Final Competition event and has fully completed the challenge. The Promoter's decision is final and no correspondence will be entered into.

11 To be an Entrant, Entrants will

- 11.1 compete in one of the "CAB CHALLENGE" Competitions being held at various Field Days, SXS Series and Specific Dealer events as gazetted and promoted from time to time via social media specifically <https://www.facebook.com/PolarisAustralia/> ;
- 11.2 The Competition will be conducted according to the CAB CHALLENGE RULES. These rules are formed as a part of these terms and conditions
- 11.3 Entrants must pre-register for Competitions. A pre-registration does not provide a guarantee that the Entrant has been accepted. The promoter will receive pre-registrations and confirm via email to the Entrant if they have been successful in securing a registration to participate in the Competition. As each Competition event becomes fully subscribed, the Promoter will endeavour to place a message on the Polaris facebook page to this effect.
- 11.4 Entrants must attend the Competitions at their own expense. Except for the Final Top Five Competition, no financial assistance will be provided in any way whatsoever;
- 11.5 the Top Five Entrants and their assistant determined by the five fastest times from all competition events overall will be invited to travel to Melbourne to compete in the Top Five Cab Challenge Final with travel and accommodation paid for by Polaris;
- 11.6 the overall winner and therefore the winner of the Prize, will be the fastest time of the Top Five Cab Challenge Final and is compliant with all of terms and conditions of the Competition;
- 11.7 any content that infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and

11.8 any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the Eligible Entrant is entitled to do so. If an Eligible Entrant has any doubts about whether they have the right to include any content they must not include it. By including any such content in their entry, the Eligible Entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and conditions.

12 CAB CHALLENGE RULES

12.1 Each Competition will be conducted according to these rules and bound by these Terms and Conditions

12.2 As an overview, the Competition requires the Entrant and their assistant to fit genuine Polaris PG&A Lock and Ride accessories to a Ranger XP 1000 in the fastest time possible. The fastest five times of all Competitions combined will qualify for the Top Five final. The fastest time of the Top Five in a final Competition will be the winner.

12.3 The specific accessories are a Windscreen PN2883278, Roof PN2882911, Rear screen panel PN2879134 and two doors PN2882901.

12.4 The windscreen fitting is complete when all quick release locks have been closed with the windscreen is attached to the vehicle in the appropriate position.

12.5 The roof fitting is complete when the front and rear of the roof have fully clicked into place. The additional security bolts and fixtures are not required to be installed for the purpose of the Competition

12.6 The rear screen panel fitting is complete when all quick release locks have been closed with the screen attached to the vehicle in the appropriate position.

12.7 The door fitting is complete when both doors have been lowered onto the pins and both the doors are closed. Prior to the Competition commencing, permanent hardware provided with the doors will have been pre-fitted namely the pins on which the doors hang.

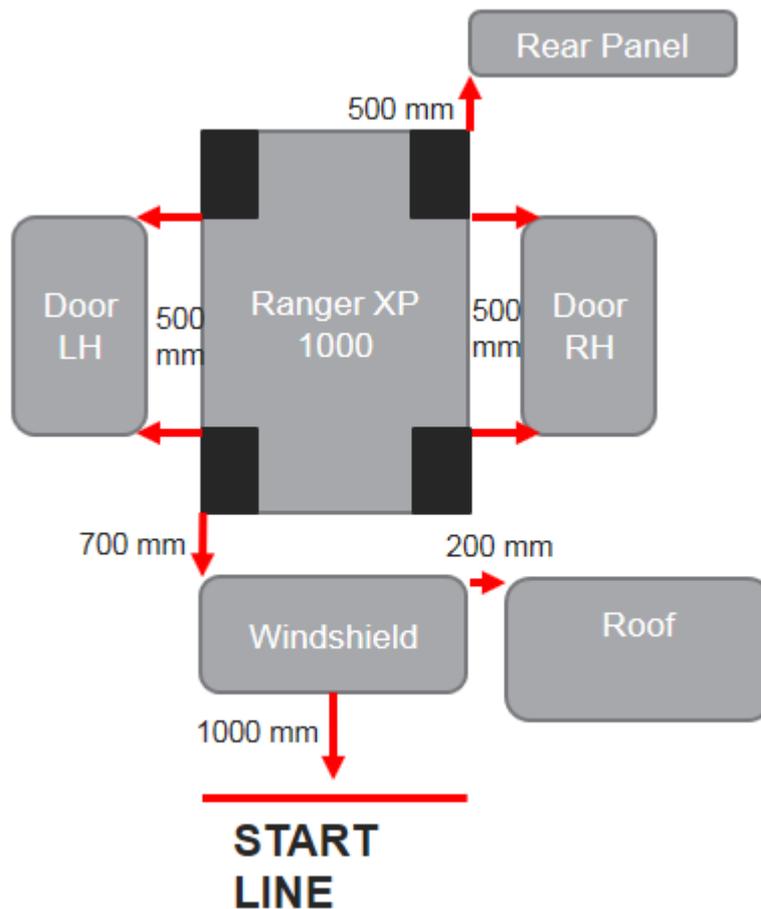
12.8 The Entrant is free to fit the accessories in any order they choose.

12.9 The Competition can commence when the accessories are not fitted to the vehicles and have been positioned in the official starting position and the Entrant and their assistant are positioned on the starting line facing away from the vehicle.

12.10 The Entrant will be given a countdown "3, 2, 1 go". On "go" the Entrant and their assistant will commence fitting all nominated accessories and only when all fitted correctly and both the Entrant and the assistant have returned to the start line which will signal the completion of the Competition.

12.11 Each Competition will be recorded on video by the promoter and the results published on facebook within one week. Individual times will not be announced at each Competition however all videos will be held for reference and Entrant verification.

12.12 The video will be used as the timing device with the start being from “go” and the finish when both Entrant and assistant are back at the starting point.



13 There is one (1) Prize to be won. The Prize is:

A 2018 Polaris Ranger XP 1000 HD with Active Descent Control – Model Number R18RRE99NS (“Prize Vehicle”). The vehicle will be fitted with a full cab comprising a roof (PN2882911), doors (PN2882901), windscreen (PN2882191), rear screen (PN2879134), windscreen wiper kit (PN2882754) and a heater (PN2882753).

- 14 The total prize pool for the Competition is valued at AUD\$29,324 including 10% GST.
- 15 The Prize Vehicle will be delivered to the Prize Winner's nearest Polaris dealership within Australia. The Prize Winner is responsible for collecting the Prize Vehicle from the Polaris dealership. Any costs associated with the collection of the Prize Vehicle from the Polaris dealership is the sole responsibility of the Prize Winner.
- 16 The Prize or any element of the Prize is 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 Prize.
- 17 The Prize Winner will be announced on the same day as the final Top Five Competition and published by the Promoter on Facebook within one week. In the event that the Prize Winner cannot be contacted or does not accept the Prize, the Prize will be forfeited. Despite the Prize Winner forfeiting the Prize, the Promoter may still use the Eligible Entry and Photo in accordance with these terms and conditions. If for any reason the Prize Winner does not receive the 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 it judges to be the next best having regard to the criteria and procedure set out in paragraph 10.
- 18 The Prize and any element of the Prize must be taken in whole when offered or will be forfeited. The Prize is not transferable or exchangeable.

- 19 The Prize Winner acknowledges and agrees that it is not entitled to any compensation, payment or reimbursement for being involved in, or attending, any Photo or Video Shoot.
- 20 The Prize Winner must prove their identity to the Promoter's satisfaction by providing any signed documents and identification requested by the Promoter. The Prize will not be awarded if legitimacy or identity of the Prize Winner cannot be confirmed.
- 21 Any additional costs not expressly stated, but which may be incurred in the acceptance and use of the Prize, are the sole responsibility of the Prize Winner.
- 22 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.

23 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 Prize.

24 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.

25 The Prize Winner accepts the Prize at their own risk. Any tax liability arising as a result of accepting the Prize is the responsibility of the Prize Winner. Independent financial or legal advice should be sought.

- 26 The Eligible Entrants and the Prize Winner agrees to transfer to the Promoter ownership, including moral rights or any other intellectual property or proprietary rights, it may have in the Photo or Video or Eligible Entry. Eligible Entrants and the Prize Winner expressly agree that the Promoter may use Eligible Entries and Photos and Videos in its promotional material, including, without limitation, on Facebook, on other social media platforms, online, in hard copy flyers, and in point of sale material. The Eligible Entrants and Prize Winner acknowledge and agree that neither they nor any third party shall be entitled to any fee, royalty or other consideration in respect of such transfer of ownership.
- 27 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”).
- 28 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, the Video 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.

- 29 The Prize Winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding winning the Prize, free of charge, and consent to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional material in any media at any time without notification or compensation, financial or otherwise.

- 30 The Promoter may republish, distribute or use any Eligible Entry for promotional purposes and Eligible Entrants agree to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional material in any media at any time without notification or compensation, financial or otherwise.

- 31 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.

32 Entrants' personal information is collected from Entrants by or on behalf of the Promoter to enable the Promoter and its agents to manage, administer and promote the Competition and, where applicable, publicise the Prize Winner. The personal information may also be provided to persons assisting the Promoter, including Prize suppliers and deliverers, marketing agencies and IT providers, and to media outlets and related companies. The Promoter will disclose Entrants' personal information and/or collect personal information about Entrants in its business functions and activities and for the purposes detailed in this statement. The Prize Winner's name and any images submitted to the Promoter, including from the Photo Shoot, may also be published on the Promoter's website and social media platforms run by the Promoter. By participating in the Competition, Eligible Entrants consent to these uses and disclosures of their personal information.

33 If an Eligible Entrant does not provide the personal information the Promoter requests, the Promoter may not be able to provide entry into the Competition. All personal information is handled in accordance with these terms and conditions, the Promoter's Privacy Statement and the Promoter's Privacy Policy. Information about how to access or correct the personal information that the Promoter holds about you, or to make a complaint, can be found in the Promoter's Privacy Policy available online at <http://www.polaris.com/en-au/atv-ranger-rzr/privacy>

34 Entry into the Competition also entitles the Promoter and any related companies that use the Polaris brand (“we”/”us”) to let the Eligible Entrant know from time to time about news, offers, products and services they might be interested in (by any medium, including telephone, email, mail, SMS or online marketing). In order to carry out direct marketing, Entrants’ personal information will be collected from and disclosed to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We, and other people who provide us with services, may combine the personal information collected from Entrants or others, with the information we, or other companies in the Polaris Sales Australia Pty Ltd group, or our service providers already hold about Entrants. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance. It is a condition of entry that Eligible Entrants consent to receive the Promoters marketing communications, although Eligible Entrants may opt out of, or unsubscribe from, receiving marketing communications at any time, under applicable legislation.