

Zeekr X Difference Competition 2024 Terms & Conditions (“Conditions of Entry”)

Schedule

Promotion:	Zeekr X Difference Competition 2024
Promoter:	<p>ZEEKR INTELLIGENT TECHNOLOGY AUSTRALIA PTY LTD ABN: 19 675 714 039</p> <p>Suite 603, 11 Khartoum Road, Macquarie Park, NSW 2113 Australia</p> <p>zeekrmarketing.au@zeekrlife.com</p> <p>For any inquiries regarding this Promotion, please contact the Promoter.</p>
Promotional Period:	<p>Start date: 10/10/24 at 6:00 pm AEDT End date: 22/11/24 at 5:00 pm AEDT</p> <p>No entries accepted after this time and date.</p>
Eligibility Requirements and Restrictions:	<p>To be eligible to take part in this Promotion you must:</p> <ul style="list-style-type: none"> (a) be an Australian resident; (b) be over the age of 18 years; and (c) have a valid, non-restricted, clean Australia driving licence that: <ul style="list-style-type: none"> ● is legitimate, in-date, and has not been suspended or revoked, ● has no serious infractions, such as DUI convictions or major traffic violations, and if you have points on your driving record, or licence suspensions or recent violations, you may be deemed ineligible at the absolute discretion of the Promoter. ● allows you to drive Zeekr X vehicle. ● is not a learner permit or provisional licences. <p>Directors, managers, employees, officers, agents and contractors of the Promoter or an authorised Zeekr dealer, and their immediate families including a spouse, partner, parent, grandparent, natural or adopted child, or sibling (whether natural or adopted by a parent) are not eligible to enter.</p>
Entry Procedure:	<p>To enter the Promotion, you must complete the following steps during the Promotional Period:</p> <ul style="list-style-type: none"> (a) Follow @zeekraus (located at https://www.instagram.com/zeekr.aus/) (b) Like the Zeekr X competition launch post (c) Comment where you would head off to for your first Zeekr X drive, using only emojis. <p>Comments must not contain offensive, inappropriate or anti-social content.</p>
Entries permitted:	<p>Only one (1) eligible entry per person will be accepted. By completing the entry method outlined above, the entrant will receive one (1) entry, and only one Prize is available per entrant.</p>

Winner Criteria and Determination:	<ul style="list-style-type: none"> • This is a game of skill. Each Entry will be judged on its creativity, ingenuity and adherence to Zeekr X brand. The Promoter will determine the winner by appointing a panel of two (2) judges to assess the entries and select a winner based on the criteria. • The selection will take place at 12pm AEST on 2/12/2024 at Suite 603, 11 Khartoum Road, Macquarie Park, NSW 2113, Australia • The judges' decision is final and binding and no correspondence will be entered into.
Second Stage (if required)	<ul style="list-style-type: none"> • If the panel of judges select two or more identical entries, the Promoter will notify the entrants who submitted the selected entries via their Instagram account within one (1) business days of the selection to invite them to participate in the Second Stage. • In the Second Stage each selected entrant will be required to enter one (1) written sentence describing where they would head off to for their first Zeekr X drive (Second Stage Entry). The Second Stage Entry must be submitted within 24 hours of receipt of the invitation from the Promoter. • The Second Stage Entry will be submitted via Instagram. Each Second Stage Entry will be judged on its creativity, ingenuity and adherence to Zeekr X brand. The Promoter will determine the winner by appointing a panel of two (2) judges to assess the entries and select a winner based on the criteria. • The Second Stage selection will take place at 5pm AEST on 6/12/2024 at Suite 603, 11 Khartoum Road, Macquarie Park, NSW 2113, Australia • The judges' decision is final and binding and no correspondence will be entered into.
Prize Details:	Prize includes: (a) 6-month lease of a Zeekr X (b) 6-months' of charging (c) Complimentary 7kW home charger, to be installed at the winner's own expense in accordance with the product specifications. All values are correct at the time of publishing.
Winner notification:	<p>The winner will be contacted via their Instagram account within one (1) business days of the selection. The notified winner must reply to the message from the Promoter acknowledging receipt within 24 hours of receiving the message.</p> <p>If a Second Stage is required, the winner will be notified via their Instagram account within one (1) business days of the Second Stage selection. The notified winner must reply to the message from the Promoter acknowledging receipt within 24 hours of receiving the message.</p>
Unclaimed Prizes:	Prizes must be claimed by 12pm AEST on 3/12/2024, or in the case of Second Stage by 5pm on 7/12/2024. In the event of an unclaimed prize, the prize will be reselected at 1pm AEST on the next following day. The winner of the reselection will be notified in writing via their Instagram account.
Loan Agreement	The winner must sign a separate loan agreement outlining the terms of vehicle use. Failure to sign the loan agreement by 12pm AEST on 10/12/2024 will result in the

Promoter selecting another prize winner.
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Competition Terms and Conditions

The Terms and Conditions Schedule set out below applies to this Promotion.

TERMS & CONDITIONS

1. These terms and schedule form, the "Conditions of Entry" for this Promotion, and contain the information required for the Promotion. Capitalised terms have the meaning given in the schedule and these terms and conditions, unless otherwise stated. If there is any inconsistency between these terms and the schedule, then the schedule is correct. By submitting your entry, you agree that the Conditions of Entry apply to your entry.
2. The Promoter is ZEEKR AUSTRALIA PTY LTD of SUITE 603, 11 KHARTOUM ROAD, MACQUARIE PARK, NSW, 2113, AUSTRALIA ('Promoter', 'we', 'us').
3. The eligibility requirements for this Promotion are set out in the Eligibility Requirements and Restrictions.
4. To enter, you must follow the Entry Procedure.
5. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
6. We reserve the right to disqualify your entry in the event of non-compliance with the Conditions of Entry, failure to meet any content guidelines set out in the Entry Procedure, or if (in our reasonable opinion), you tamper or interfere with an entry mechanism in any way.
7. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion. If that happens, we'll select a winner from eligible entries received at the time.
8. All decisions made by us regarding any aspect of the Promotion are in our absolute discretion, final, and no correspondence will be entered into.
9. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry, including any words, images, emojis, symbols or other forms of communication.
10. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry.
11. By submitting an entry to the Promotion, you agree to assign all rights in your entry to us and consent to us using your entry for future promotions or other activities. The right to use granted in this clause includes a right to modify, adapt and exploit the content of the winning entries for use in this competition or any other competition conducted by the Promoter, its related entities or commercial partners. To the extent moral rights exist in the content of winning entries, the right to use extends to a right to use the content in the submissions without attribution of the author and a right to make any form of modification without first obtaining the consent of the author.
12. Entering this Promotion constitutes a release of Instagram by you, and acknowledgment that the promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram.
13. As a condition of entry to the competition, you agree to release and indemnify the Promoter and Instagram from and against any liability, loss, cost, damage, claim, demand, proceeding or litigation of any kind relating to the use or participation in the competition. You agree that the Promoter may request that you sign an agreement to effect this release.

14. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Promotion, you consent to the Promoter's privacy policy, available [here](#). The Promoter collects personal to conduct the Promotion and may for this purpose, or any related secondary purpose, disclose information to third parties including but not limited to agents, employees and service providers assisting with this Promotion. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All personal information will be collected, handled and dealt with by the Promoter in accordance with the Promoter's privacy policy. Entrants should direct any request to access, update, correct information or opt out to the Promoter.
15. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions. Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control. All costs, fees, charges, taxes or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner.
16. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, the Promoter will substitute it for another prize of equal or higher value at the Promoter's absolute discretion.
17. This Promotion is a game of skill, and chance plays no part in the selection of the winner. Each eligible entry will be judged by us based on, amongst other things, the Winner Criteria. The judges' decision is final, and no correspondence will be entered into. The Promoter will notify winners, and publish their names, in accordance with the Winner Notification information set out in the Schedule.
18. Prizes will be made available for collection by the winner or delivery by the Promoter to the winner. The Promoter will make arrangements with the winner for the collection or delivery of each prize.
19. If (having made reasonable efforts) we cannot contact a prize winner to arrange collection or delivery, or if any prize is not accepted or claimed in accordance with the Conditions of Entry, that winner's entry may be deemed invalid, and we reserve the right to distribute unclaimed prizes to the next best entry or forfeit the prize.
20. At our request, the winner must sign an indemnity and exclusion of liability form provided by the Promoter. If a winner does not sign that form within the time specified by the Promoter, you will not be able to participate and your entry or prize claim will be declared invalid. We will then award that prize to the next best entry.
21. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.
22. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, without further compensation. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.
23. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.
24. We are not responsible for use of a prize which results in:
 - (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by our breach of these Conditions of Entry or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;

(d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and

(e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.

25. These Conditions of Entry are governed by the laws of New South Wales.

26. The directors, managers, employees, officers, agents and contractors of the Promoter or an authorised Zeekr dealer, and their immediate families (i.e., spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent) are ineligible to enter.