

Terms and Conditions for "MXGP Win a Red Bull KTM Money Can't Buy Experience"
Competition

DEFINITIONS

1. In these Terms and Conditions, unless the contrary intention appears, the following words and phrases have the following meanings:

Entrant means an individual being an Australian resident aged 18 years or older who holds an Entry in accordance with these Terms and Conditions, excluding:

- (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of the Prize);
- (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph (a) above; or
- (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter.

The persons referred to in sub-paragraph (b) above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Entrant in its absolute sole discretion.

Entry means the automatic allocation of a single entry into the draw per valid Saturday-inclusive event ticket associated with a unique name/email in the Promoter's ticketing database during the Promotion Period.

Prize means the Prize specified in item 6 of the Schedule.

Promotion means the competition described in these Terms and Conditions.

Promotion Entry Period means the period during which the Promotion is open for Entrants to enter the promotion as specified in Item 1 of the Schedule.

Promotion Period means the period specified in Item 2 of the Schedule.

Promoter means Tourism & Events NT (ABN 17 435 764 236) of Level 8 Charles Darwin Centre, 19 The Mall, Darwin NT 0800.

Website means the website specified in Item 8 of the Schedule.

ENTRY INTO PROMOTION

2. These terms and conditions and the Entry details govern the Promotion.
3. The Promotion will be conducted during the Promotion Period.
4. Entry into the Promotion is open to any person who meets the requirements of an Entrant in item 3 of the Schedule.
5. Entry into the promotion is deemed acceptance of these Terms and Conditions.
6. The Promotion is a game of chance. Skill plays no role in determining the winner.
7. The Entrant is responsible for ensuring familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction

(whether communicated to an Entrant or not) does not constitute a waiver of that restriction or of the Terms and Conditions generally.

8. The Promoter's decision in relation to any aspect of these Terms and Conditions is final and binding on every person who enters. No correspondence will be entered into.

HOW TO ENTER

9. By entering the Promotion, each Entrant accepts these Terms and Conditions.
10. During the Promotion Entry Period, Entrants can enter the Promotion by following the steps specified in item 3 of the Schedule to enter and be eligible to win the Promotion.
11. Entrants may enter the Promotion once during the Promotion only.
12. Entrants can only enter the Promotion in their own name.
13. Any Entry not in compliance with these Terms and Conditions is automatically invalid. The Promoter reserves the right to accept or reject non-compliant or incomplete entries in its sole discretion.
14. Entrants must bear their own costs of participating in or winning the Promotion and must adhere to the Prize Conditions.
15. The Promoter is not responsible for technical difficulties with the entry mechanism.
16. All Entries become the property of the Promoter and may be used in current and future marketing initiatives at the discretion of the Promoter.
17. The winning Entrants consent to the Promoter, without royalty or any fees, using its name, likeness, image, voice and Entry in marketing and promotion of the Promoter. The winning Entrant may be required to participate in media activity and sign and release and consent form if requested by the Promoter.
18. An Entrant or purported Entrant will be disqualified from the Promotion, and will not be eligible for any Prize, if they:
 - (a) enter the Promotion without being eligible under clause 4;
 - (b) tamper with the entry process including by using bots or other automatic or illicit means to enter the Promotion;
 - (c) submit an Entry that does not comply with these terms and conditions; or
 - (d) engage in misleading or deceptive or fraudulent conduct or otherwise behave in a way that may (in the Promoter's opinion) bring the Promoter into disrepute.
19. Entries must be purchased by the Entrant before expiry of the Promotion Entry Period.

VERIFICATION

20. If requested by the Promoter, Entrants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the Prize (if won) and compliance with these Terms of Conditions. If the items required by the Promoter are not received or an Entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the Entrant will be deemed as invalid. The Prize will only be awarded following all verification requirements of the Promoter

being met to its satisfaction.

WINNER ASSESSMENT & PRIZE INFORMATION

21. This is a game of chance and skill takes no place in this promotion. A random winner selection from the entries received during the Promotion Entry Period will take place at the location and time specified in item 4 of the Schedule.
22. One Entrant will win the Prize.
23. The winning Entrant will be notified through the methods specified in Item 6 of the Schedule.
24. The winning Entrant will be required to respond to the notification in the time specified and in accordance with item 7 of the Schedule.
25. The Promoter will announce the winning Entrant of the Promotion on the Websites specified in item 8 of the Schedule and in accordance with item 7 of the Schedule.

PRIZE CONDITIONS

26. The Prize, or components of the Prize, are not transferable or exchangeable and cannot be taken or redeemed as cash. The Prize must be taken as offered and may not be varied.
27. The winning Entrant may opt to reject the Prize within 14 days after notification of winning by contacting the Promoter by phone or email. In the event that the winning Entrant rejects the Prize in accordance with this clause, the Promoter may contact the next winning Entrant in accordance with item 7 of the Schedule.
28. The winning Entrant must complete and sign all relevant waiver forms prior to receiving the Prize.
29. Participation in the Prize is subject to, and acceptance of, such other terms and conditions as may be imposed by third party providers involved in providing goods or services included in the Prize.
30. The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the Prize is obtained through any of these methods, it will not be honored.
31. The Promoter may request that the winning Entrant provide proof of eligibility as set out under clause 24.
32. Prize documentation will be delivered to the winning Entrant at the contact details communicated to the Promoter during verification of the Entrant in accordance with clause 24.
33. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning Entrant is.
34. If the Promoter is unable to provide the winning Entrant with the Prize, or the Prize becomes unavailable through no fault of the Promoter after the commencement of the Promotion, the Promoter reserves the right to substitute the Prize with an alternative trackside or merchandise experience of equal prestige, subject to any regulatory directions.
35. If the Prize is not claimed in accordance with item 7 of the Schedule by the winning

Entrant through no fault of the Promoter, the Prize will be deemed forfeited. In this event, an unclaimed prize draw (redraw) will be conducted in accordance with the Date, Time, and Location specified in Item 9 of the Schedule to ensure the Prize is allocated and distributed as approved.

TERMINATION

36. The Promoter may terminate the Promotion at any time and for any reason prior to the Judging Location and Time stipulated at item 4 of the Schedule.
37. If the Promoter terminates the Promotion prior to the Judging Location and Time stipulated at item 4 of the Schedule, then the Promoter will not proceed to conduct the Judging Location and Time stipulated at item 4 of the Schedule and no Entrant or other person will be eligible to win any Prize under the Promotion.

RISKS BORNE BY ENTRANTS

38. The Entrant acknowledges and agrees that:
 - a) to the extent permitted by law, the Entrant indemnifies the Promoter and its personnel from any claim, loss, damage or damages whatsoever, including, but not limited to, economic, direct or indirect loss, or personal injury suffered or sustained in connection with, or arising from, this Promotion, the Prize or both; and if, for any reason, the Promotion is not capable of running as planned the Promoter reserves the right in its absolute discretion to take any action that is legally available to the Promoter to reschedule, change or cancel the Promotion.
39. The Entrant acknowledges and agrees that the Promoter:
 - a) accepts no responsibility for late, lost, incomplete, delayed, illegible entries, whether due to error, omission, alteration, tampering, deletion, theft, destruction, communications failure or otherwise; and
 - b) is not liable for any consequences of defects or errors including in connection with the Promotion's automated entry process, defect in any connectivity to the Site or any device or software.

PERSONAL INFORMATION

40. By participating in the Promotion and opting in to receive messaging, the Entrant acknowledges, consents to and agrees that the Promoter will:
 - a) collect, hold, use and disclose the Entrant's personal information (including evidence provided by the Entrant or the request for exemption submitted by the Entrant in accordance with Item 3 of the Schedule, which constitutes health information) in order to facilitate the Entrant's participation in the Promotion, including disclosure of the winning Entrant's personal information to third parties involved in the Promotion for the purposes of facilitating the Promotion and awarding any prizes; and
 - b) use the Entrant's personal information for future promotional and marketing purposes regarding the Promoter's products and services including contacting the Entrant via any contact details provided by the Entrant without further reference or compensation to the Entrant. If the Entrant does not wish to receive future marketing information from the Promoter, the Entrant may

request not receive further promotional or marketing communications from the Promoter at any time by contacting the Promoter or unsubscribe from the mailing list at the time of receiving any promotional material.

41. Any collection, storage or use by the Promoter of any personal information (including any health information) provided by an Entrant will be subject to the provisions of the *Information Act 2002* (NT) and IPPs (and other Australian privacy laws) while the personal information is in the possession of the Promoter. For more information about how the Promoter manages personal information, how to contact us, and how the Entrant can access the information we hold about the Entrant, please refer to our Privacy Policy available at: <https://northernterritory.com/find-out-more/privacy>.
42. The promoter will share the winning Entrant's personal information with the Prize Provider for the purpose of awarding the prize, and the Prize Provider may share the winning Entrant's personal information with third parties as required by law. If the winning Entrant does not provide their personal information as requested by the Promoter, they will not be able to collect the Prize.
43. The Promoter will not use the personal information of an Entrant except in accordance with the purpose stated in this clause.

DISPUTE RESOLUTION

44. A complaint about the Promotion, including about claiming the Prize, may be made directly to the Promoter.
45. Decisions of the Promoter in relation to any complaint are final and may be made in the Promoter's complete and sole discretion.

GENERAL

46. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
47. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion.
48. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
49. All Entrants acknowledge and agree that these Terms and Conditions survive termination or expiry of the Promotion and the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Prize to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

50. The:
- (a) Promoter, the Promoter's related entities, and all agencies associated with the Promotion;
 - (b) Prize Provider, the Prize Provider's related entities; and
 - (c) the employees, agents, directors and contractors, of all entities referred to in the above sub-paragraphs (a) and (b),
- shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
51. The Promoter and Prize Provider accept no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
52. The winning Entrant must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material related to the competition.
53. These Terms and Conditions are governed by the laws of the Northern Territory of Australia and the Entrants submit to the jurisdiction of the courts of the Northern Territory in respect of any proceedings in connection with these terms and conditions.

CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

SCHEDULE

Item 1	Promotion Entry Period	Between 00:01 ACST on 20 July 2026 and 23:59 ACST on 3 August 2026 inclusive.
Item 2	Promotion Period	00:01 20 July 2026 – 10:00 ACST 5 August 2026 (inclusive of the draw and winner notification period)
Item 3	Entering the Promotion	Entrant must be an individual who is an Australian resident aged 18 years or older having submitted an Entry in accordance with these Terms and Conditions, excluding: (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of the Prize); (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph (a) above; or (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter. The persons referred to in sub-paragraph (b) above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Entrant in its absolute sole discretion. Any physical items sent to the Promoter as part of a competition entry, by choice of the entrant, will not be returned to the Entrant. Entrants automatically receive 1 entry for every valid ticket purchased for the MXGP of Australia event that includes Saturday access (including single-day General Admission, multi-day, and Hospitality tickets). Retrospective Entries: Any valid ticket purchased for the event prior to 20 July 2026 will automatically receive 1 entry per ticket.
Item 4	Winner Drawing Location and Time	The random electronic draw will take place on 5 August 2026, at Tourism & Events NT office, Level 8 Charles Darwin Centre, 19 The Mall, Darwin NT 0800.
Item 5	Judging Criteria	This promotion is a game of chance.
Item 6	Prize	One (1) Major Prize will be awarded. The prize consists of a trackside experience on Saturday, 19 September 2026 for the winner and three (3) guests (4 people total) with Red Bull KTM Factory Racing, including: • <i>Meet and greet with World Championship KTM factory riders</i> • <i>Photo opportunity with the riders and their official factory bikes.</i>

		• <i>Exclusive "behind the scenes" garage tour inside the team pits.</i> • <i>KTM Merchandise Pack to take home.</i> • <i>Pit lane structure access (coordinated by Tourism & Events NT).</i> • Valid for a winner + 3 guests. <i>Note: Specific tour timings, pit lane access windows, and rider appearances are strictly subject to track schedules, rider availability, and team operational requirements on the day.</i> Total Commercial Retail Value: \$0.00 AUD (Money Can't Buy).
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Item 7	Notifying winning Entrant	The winner will be notified in writing via email and phone on the day of the draw, and their name published on the Website.
Item 8	Website	www.mxgpaustralia.com.au
Item 9	Unclaimed Prize Draw (Redraw)	If the Prize is unclaimed, a random electronic redraw will take place at 10:00 AM ACST on 12 August 2026 at Level 8 Charles Darwin Centre, 19 The Mall, Darwin NT 0800. All prizes will be allocated and distributed as approved.