American Special Vehicles - Terms and Conditions of Entry

The Ram x Yellowstone Special Edition Game of Skill

PROMOTION OUTLINE

Objective:	Provide Ram x Yellowstone Special Edition vehicle owners with a money-can't-buy opportunity to win a trip to the Dutton Ranch from the Yellowstone TV Series in Montana USA.
Name:	Ram x Yellowstone
Promoter:	American Special Vehicles Pty Ltd (**ASV**) ABN: 17 606 337 508 2A Hill Road Lidcombe NSW 2141 Australia
Promotion Period:	Starts 3:00pm AEST on Friday, 06/12/24 Concludes 10:00 pm AEDT on Wednesday, 30/04/25 No entries will be accepted after this time.
Verification Requirements:	To be eligible to take part in this Competition you must: (a) be an Australian resident; (b) Be able to obtain a US Visa (c) Be 18 years or older (d) Have an Australian passport with 12 months or more validity (e) have purchased an official Ram 2500 Yellowstone Edition between 01/11/2024 and 31/03/2025 from an authorised Ram Trucks Australia dealership appointed by ASV and take delivery by 30/04/2025 (**Eligible Vehicle**) (f) be verified by providing the VIN of the Eligible Vehicle for confirmation if requested (g) ensure your entry name and email address match the details on the vehicle contract of sale for the Eligible Vehicle.
Entry Procedure:	To enter, you must submit the completed entry form available at https://www.ramtrucks.com.au/ram-yellowstone-competition/ that includes the following details; ○ Your details: First Name, Last Name, Suburb, Postcode ○ Mobile Phone Number ○ In 25 words or less tell us: what you love about your Ram 2500 Yellowstone pickup truck and why you want to visit the Dutton Ranch in Montana ○ Provide a photograph of your Ram 2500 Yellowstone edition in the wild in Australia
Judging Details:	15/05/2025, 3:00pm Location – ASV head office, 2A Hill Road, Lidcombe NSW 2141, Australia Criteria – This is a game of skill, so each entry will be judged by the Promoter on the best combination of text and image submissions. The sole winner will be determined at the complete discretion of the Promoter. The Judge's decision is final and no correspondence will be entered into.

Prize Details:

The Prize is valued at approximately AU$100,000 (including GST) and comprises:

a. Two (2) return Business Class flights (including applicable airport/airline taxes) from the winner's closest capital city in Australia to the USA. The chosen airline shall be determined by the Promoter in its sole discretion.

b. Two (2) nights' accommodation (twin share) at either Paws Up or Triple Creek Ranches (at the sole discretion of the Promoter).

c. Entry to the Dutton Ranch, including a one-day ranch tour and meals prepared by the Dutton family Chef from the Yellowstone TV show.

d. Transfers to and from Missoula airport, Montana to the accommodation, transfers to and from accommodation to Dutton Ranch.

e. Spending money up to AU$1,000.

The Prize excludes:

a. Travel insurance; the Winner and their companion are responsible for arranging their own travel insurance. Proof of insurance must be provided to the Promoter prior to travel. If the Winner and their companion fail to obtain travel insurance, they may be required to forfeit the Prize.

b. Visa and passport costs; the Winner and their companion must ensure they have valid passports and any necessary visas for travel to the USA.

c. Additional expenses; including spending money beyond the provided AU$1,000, additional meals not specified in the itinerary, vaccinations, transport to and from the departure point in Australia, items of a personal nature, in-room charges, and all other ancillary costs.

Prize Conditions:

a. All components of the Prize must be taken together in a single trip and cannot be redeemed separately. Any part of the Prize that is not taken for any reason is forfeited. The Prize cannot be exchanged for other travel, flights, or accommodation at other destinations.

b. The Winner may nominate a companion for the Prize and must provide all required information necessary to facilitate travel bookings, which will be made through a travel agency.

c. The Winner and their travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. They are also responsible for any travel and accommodation required to transfer to the Winner's nearest capital city for departure.

d. Travel dates are subject to the discretion of the Promoter and/or Viacom International Inc and are subject to booking and flight availability. The itinerary shall be determined by the Promoter in consultation with the Winner, but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary of the Prize at its sole discretion. The Winner must be available to travel during the travel dates stipulated by the Promotor and/or Viacom International Inc. If the Winner is unavailable or unwilling to travel on the stipulated dates required by the Promotor, they will forfeit their right to the Prize and will not be awarded cash or any other alternative in lieu.

e. The Winner acknowledges and agrees that the experience at the Dutton Ranch, including the presence of the Dutton family Chef from the Yellowstone TV show, is subject to availability, which is

outside the Promoter's control. In the event that any component is cancelled or unavailable, the Promoter may reschedule the Prize to take place at another time or substitute that component with a similar experience of equal value.

f. Once the tickets are issued, the names of the travelers cannot be changed.

g. The Promoter is not responsible for, and no refund or compensation will be made in the event of the cancellation or delay of any flight or other transport arrangements.

h. If for any reason the Winner and/or their travel companion do not comply with these Terms and Conditions, the Winner acknowledges and agrees that they may be required to forfeit the Prize.

i. The Winner and their companion must comply with any COVID-19 related requirements, including but not limited to vaccinations, testing, or quarantine measures, as required by relevant authorities, airlines, or accommodation providers.

Entry Restrictions:	All entrants must satisfy the Verification Requirements listed above. Additionally, the directors, managers, employees, officers, agents and contractors of the Promoter or any authorised RAM truck 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.
Winner Notification:	All entrants will be notified within 5 business days following the Judge's decision by email from yellowstone@ramtrucks.com.au that the winner has been selected and contacted. The winner will be required to provide a copy of necessary travel documents and liaise with a 3rd party travel provider appointed by the Promoter.
Prize claim date:	The winners must claim their prize no later than 30/05/2025 (the **Prize Claim Date**). Failure to do so by the Prize Claim Date may result in the Prize being forfeited.
Terms and Conditions	The Terms and Conditions set out below applies to this Promotion.
Personal Information	By entering into this Promotion, entrants agree to the Promoter's use of their personal information as stipulated by clause 15 of the Terms & Conditions set out below.

TERMS & CONDITIONS

1. These terms and conditions and the Promotion Outline form the Conditions of Entry for this Promotion, and set out all of the information you need to know regarding this Promotion. Capitalised terms have the meaning given in the Promotion Outline, unless otherwise stated. If there's any inconsistency between these terms and the Promotion Outline, then what's in the Promotion Outline is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
2. The promoter is American Special Vehicles Pty Ltd ABN: 17 606 337 508 of 2A Hill Road, Lidcombe NSW 2041, Australia ('***Promoter', 'we', 'us'***).
3. Any updates to these Conditions of Entry will be available via a button on this page on our brand website: https://www.ramtrucks.com.au/ram-yellowstone-competition/
4. The eligibility requirements for this Promotion are set out in the Entry Restrictions.
5. To enter, you must follow the Entry Procedure.
6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.

7. We reserve the right to disqualify your entry in the event of non-compliance with these 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.

8. 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 will select a winner from eligible entries received at the time.

9. The Promotor reserves the right, at its sole discretion, to extend the purchase or delivery dates for the Eligible Vehicle beyond the stipulated deadline of 31 March 2025 and 30 April 2025 respectively. Any such extension shall be communicated to eligible entrants, and the revised purchase and/or delivery date extension will be determined by the Promotor in its sole discretion. Entrants acknowledge that any such extension will not alter the eligibility requirements for participation in the Promotion.

10. All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

11. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry. When we talk about "entry content", we mean any content (including text, photos, videos, and email messages) that you submit, upload, transmit, publish, communicate, or use in connection with your entry into the Promotion.

12. Entries must be your original work. We reserve the right to verify, or to require you to verify, that your entry is your original work. If an entry cannot be verified to our satisfaction, that entry will be deemed invalid.

13. Your entry must not include:

    (a) any image or voice of any other person, unless you have that person's permission. If your entry includes this content, by submitting your entry you confirm that you have consent from the relevant person;

    (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and

    (c) any content which infringes the intellectual property rights (such as copyright and trademarks) of another person. If you're not sure whether you have the right to include particular content (for example, recorded music), don't include it. By including any such content in your entry, you confirm you have the permission of the owner to do so and that this permission allows us to use the entry in accordance with these Conditions of Entry.

14. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry.

15. 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 in any manner we wish (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 compensation. By submitting an entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.

16. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering this Competition, the entrant is taken to consent to the Promoter's privacy policy at https://www.ramtrucks.com.au/privacy/. Accordingly, the Promoter collects personal information in order to conduct the Promotion and may, for this purpose, or any related secondary purpose disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Promotion. Entry is conditional on providing this information. 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 at https://www.ramtrucks.com.au/privacy/. Entrants should direct any request to access, update, correct information or opt out to the Promoter.

17. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Details. Prize values are an estimate only and subject to variations such as dates and point of departure which are beyond our control. All costs, fees, charges, or expenses associated with the prize(s), which are not specified herein, are the responsibility of the winner(s).

18. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our discretion).

19. This Promotion is a game of skill, and chance plays no part in the selection of the winner(s). Each eligible entry will be judged by us based on, amongst other things, the Judging Criteria. The judges' decision is final, and no correspondence will be entered into. We will notify winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Promotion Outline.

20. At the time of being notified as a winner, all winners will be required to confirm their full name, contact phone number and a full residential address.

21. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the Prize Claim Date, that prize winner's entry will be deemed invalid, and we reserve the right, should we choose to, to distribute unclaimed prizes to the next best entry.

22. At our request, prize winners (and their companion(s), if applicable) must sign (or ensure that their parent/guardian signs) an indemnity and exclusion of liability form provided by us or Viacom International Inc. If a winner (or their parent/guardian) does not sign that form within the time specified by us, they will not be able to participate and that winner's entry or prize claim will be declared invalid. We will then award that prize to the next best entry.

23. If you are a winner, you are responsible for complying with all relevant laws and any applicable terms relating to the prize.

24. On submission, entries become the property of the Promoter. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry. By submitting an entry to the Promotion, you agree to assign all rights in the entry to us and consent to us using the entry in any manner we wish (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 compensation. By submitting your entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.

25. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. 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. It is a condition of accepting a Prize that the winner (and their parent or legal guardian, if the winner is aged under 18 years) may be required to sign legal release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its sole discretion.

26. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.

27. You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).

28. You will be responsible for any tax liability associated with a prize.

29. To the maximum 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.

30. To the maximum extent permitted by law, we and Viacom International Inc 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.

31. If any Prize includes food and/or beverage(s): It is the responsibility of the winner(s) and their companion(s) (if any) to ensure the food and/or beverage(s) included in the Prize(s) is consistent with their dietary requirements.

32. If any Prize includes travel: The Prize(s) must be booked and travelled in full by the date(s) or during the period(s) nominated by the Promoter in its sole discretion. Redemption of the Prize(s) is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of a Prize must be taken together and when offered or are forfeited. The winner(s) and their companion(s) (if any) must travel together and depart from and return to the same departure point. The winner(s) and their companion(s) (if any) may not accrue frequent flyer points. No extension or variation of the travel and/or accommodation date(s) nominated by the Promoter permitted, unless otherwise stated in these Conditions of Entry (including the Schedule) or allowed by the Promoter in writing in its sole discretion, in which event any extension or variation of the travel and/or accommodation date(s) nominated by the Promoter will be at the cost and responsibility of the winner(s) and their companion(s) (if any). The Prize(s) cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by a licensed agent nominated by the Promoter. Winner(s) may be required to present a credit card at time of accommodation check-in. If international travel is included in the Prize(s), it is the sole responsibility of the winner(s) to ensure their entry and the entry of their companion(s) (if any) into the Prize destination(s), at their own expense, including ensuring all necessary passports, visas, travel authorisations, travel insurance, medical advice and recommended vaccinations and immunisations have been obtained prior to travel and, if required, on or by a date nominated by the Promoter. Failure to do so may result in the Prize(s) being forfeited. The Promoter makes no representation as to the safety of any Prize destination(s) and it is the responsibility of the winner(s) and their companion(s) (if any) to check the travel advice issued by the Department of Foreign Affairs and Trade at www.smartraveller.gov.au and assess the safety of the Prize destination(s) prior to travel.

33. If any Prize involves the opportunity to participate in a dangerous activity: The winner(s) and their companion(s) (if any) acknowledge that the Prize(s) may involve a dangerous activity, which may result in injury or death, and participate at their own risk. The winner(s) and their companion(s) (if any): (a) must attend, undergo and pass any appropriate training, briefings, safety demonstrations, required medical tests and other requirements (including blood alcohol testing) of the Promoter and any Prize supplier as determined in their absolute discretion; (b) must declare to the Promoter or any Prize supplier (as applicable) any health-related issues that may affect his/her safe participation in any part of the Prize(s) and obtain a written clearance from their doctor in this respect; (c) must not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in any part of the Prize(s); (d) must not be under the influence of any drugs or alcohol or, if expressly permitted by the Promoter, may consume alcohol in moderation (if aged 18 years or older) but must not be under the influence of alcohol during any activities to the extent that it impairs or affects their understanding, judgment or participating in the activities, and subject to the limitations of any Prize supplier; (e) must comply with all directions of the Promoter, any Prize supplier and relevant officials; and (f) must wear all safety and other equipment required. The Promoter and any Prize supplier in their absolute discretion: (a) reserve the right to refuse to allow the winner(s) and/or their companion(s) (if any) to take part in any or all aspects of the Prize(s) if they reasonably believe the winner(s) and/or their companion(s) (if any) pose a safety risk or for any other reason; (b) may cancel the relevant component of the Prize(s) if the conditions are deemed dangerous. No compensation will be payable if the winner(s) and/or their companion(s) (if any) are unable to use any element of the Prize(s) as stated for whatever reason, including refusal of participation in certain activities for health, age, behaviour or safety reasons.

34. General: Where applicable, the winner(s) and their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Prize(s). Acceptance of the Prize(s) and participation in the Prize(s) is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organiser(s) and any other Prize supplier(s), and in particular age, health, behaviour and safety requirements. The winner(s) and their companion(s) (if any) must follow all reasonable directions given by the Promoter and any event organiser or Prize supplier during the course of their participation in the Prize(s), including all directions relation to age, health, behaviour, safety and responsible consumption of alcohol (if applicable). The Promoter and any event organiser or Prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of the travel destination(s), to disqualify, sanction and/or remove the winner(s) and/or their companion(s) (if any) from the event(s), or to refuse participation in certain activities, on the grounds of inappropriate behaviour, for age, health or safety reasons, or for any breach of these Conditions of Entry generally. If the winner(s) and/or their companion(s) (if any) fail to participate in the Prize(s) in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the Prize(s) will be forfeited with no compensation payable.

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