

2026 Porsche Sydney & Tokyo Marathon Competition
Terms and Conditions
(Game of Chance)

PROMOTER

1. The Promoter is Porsche Cars Australia Pty Ltd (ABN: 67 004 327 048) of (109 – 111 Victoria Parade, Collingwood 3066), email: events@porsche.com.au ("Promoter").

TERMS AND CONDITIONS

2. Information on how to enter the '2026 Porsche Sydney & Tokyo Marathon Competition' ("Competition"), the competition period, prize details and other relevant information forms part of these terms and conditions ("Conditions").
3. Entry into the Competition is deemed acceptance of these Conditions and of the Promoter's privacy policy which can be viewed at <https://www.porsche.com/australia/privacy-policy/>. Entrants' personal information will be dealt with in accordance with applicable privacy laws and the Promoter's privacy policy. Immediately upon submission by an entrant, entries become the sole property of the Promoter.
4. This is a game of chance. One entry will be selected at random as the winner in accordance with clause 26.

WHO CAN ENTER

5. Entry is only open to Australian or international residents aged 18 years or older.
6. Directors and employees of the Promoter including their immediate families, agencies and companies associated with this Competition are ineligible to enter. Staff working for Porsche Dealers are free to comment and share Instagram posts about the Competition but are not eligible to compete in the Competition for a prize.
7. The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion.

COMPETITION PERIOD

8. The Competition commences on Thursday, 28 August 2025 at 8:00am Australian Eastern Standard Time ("AEST") and concludes on Sunday 7th September 2025 at 6:00pm AEST ("Competition Period").

HOW TO ENTER

9. To enter the Competition, eligible entrants must, during the Competition Period:

- a. either:
 - i. visit the Porsche activation at the 2025 TCS Sydney Marathon Running Show at the International Convention Centre, Level 4, 14 Darling Dr, Sydney NSW 2000 on 28-30 August 2025 and scan the QR code situated on the activation; or
 - ii. click the designated link which will be in an email sent by the Promoter on 1 September 2025; and
- b. register themselves by supplying their name, email address, phone number, postcode and date of birth; and
- c. accept these Conditions and the Promoter's privacy policy.

10. Number of Permitted Entries: one (1) entry per eligible entrant.

11. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter is not responsible for any technical malfunctions of computer, online or wireless systems, servers or providers, computer equipment, software or other problems resulting from participation or sending or receiving any communication or materials associated with this Competition.

ENTRIES

12. A valid entry will be deemed to be received at the time when the eligible entrant has completed all the requirements in clause 9.

13. The Promoter accepts no responsibility for late, lost, misdirected, indecipherable, incorrect or incomplete entries.

14. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

15. The Promoter reserves the right, at any time, to verify the validity of entries and eligible entrants (including the identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached these Conditions, tampered with the entry process or engaged in any unlawful or other misconduct which may jeopardise the fair and proper conduct of the Competition. Errors and omissions will be addressed by the Promoter in its sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

16. If there is a dispute as to the identity of the eligible entrant, the Promoter reserves the right, in its sole discretion, to determine whether the eligible entrant will be allowed to continue participating in the Competition.

17. All eligible entrants must have completed the required steps as outlined in the "How To Enter" section of these Conditions to participate in the Competition.



ENTRY MATERIALS, CONSENT and COPYRIGHT

18. Entries must be the original independent creation of the eligible entrant and be free of any claims, including third party copyright or trademark claims.
19. The Promoter acknowledges that the eligible entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion ("Works"). Each entrant grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide, sublicensable licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the purposes of running the Competition, promoting the Competition, promoting the Promoter's products and services and promoting future competitions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. The eligible entrant acknowledges and agrees that neither the eligible entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence.
20. If an entrant holds any moral rights in connection with the Works, the entrant unconditionally and irrevocably consents to the Promoter, its assignees and any of their licensees exploiting and exercising all copyright rights subsisting in the Works without restriction, including the right to use, deal with, publicly perform, communicate, reproduce, transmit, publish, exhibit, modify, adapt, translate and create derivative works of the Works (or any part thereof) with or without attribution of authorship to the entrant and in a manner which would, but for such consent, otherwise infringe the entrant's moral rights. Each entrant agrees not to enforce, and otherwise waives to the fullest extent legally possible, any moral rights that they may have now or in the future in respect of the Works.
21. Eligible entrants agree to have their name and State or Territory of their residence published on the Promoter's social media channels, including Instagram and Facebook, or the Promoter's website (https://newsroom.porsche.com/en_AU.html).
22. Eligible entrants agree that they are fully responsible for any materials they submit for the Competition ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Eligible entrants warrant and agree that:
 - a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening,

- objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- b. their Content shall not contain viruses or cause injury or harm to any person or entity;
- c. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

23. Without limiting any other terms herein, eligible entrants hereby indemnify the Promoter from any loss or damage suffered by the Promoter arising from or in connection with any breach of these Conditions.

SELECTION OF PRIZE WINNER

24. The prize winner will be determined on Monday, 8 September 2025 by the Promoter remotely or at the offices of Porsche Cars Australia Pty Ltd, 109-111 Victoria Parade, Collingwood, VIC, Australia 3066.

25. The Promoter's decision is final. No discussion or correspondence will be entered into.

26. Each valid entry received during the Competition Period will be entered into the Competition and placed into a random selection generator. One entry will be selected at random to become the winner by a representative of the Promoter. The method of selection allows each entry in the Competition a random and equal chance of being drawn. The Promoter's representative will also confirm that all of the requirements outlined in the "How To Enter" part of the Conditions have been satisfied by the eligible entrants.

27. The Promoter may select additional reserve entries so that in the event an invalid entry or ineligible entrant is selected (or the winner/s or major prize winner does not take the prize), a new winner will be selected in accordance with these Conditions.

NOTIFICATION OF PRIZE WINNER

28. There will be one (1) prize winner.

29. The prize winner will be notified in writing via direct email communication within 5 business days of being selected by the Promoter.

PRIZE WINNER

30. One (1) prize winner will receive:
- a. an entry to the 2026 Tokyo Marathon event located in Tokyo, Japan. The date for the event is yet to be confirmed; and
 - b. an entry to the 2026 Sydney Marathon event located in Sydney, Australia. The date for the event is yet to be confirmed.

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31. The prize has a total prize value of approximately \$600 (including GST).
32. If a prize or any part of it is unavailable for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any law or regulation.
33. The estimated prize value is based upon the Australian retail price for both the 2025 Tokyo Marathon and the 2025 Sydney Marathon available at the time of publishing these Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

VERIFICATION

34. The prize winner of the Competition will be determined at the sole discretion of the Promoter following all the Promoter's validation and verification requirements being met to its satisfaction. In the event that a prize winner cannot provide suitable validation or verification within the time requested by the Promoter, they will forfeit their right to a prize and no substitute will be offered.

PRIZE TERMS

35. The prize winner is responsible for organising and paying all related costs and expenses to redeem the prizes, including all costs and expenses to attend each of the 2026 Tokyo Marathon event and the 2026 Sydney Marathon event, including but not limited to transport to and from the Tokyo and Sydney, accommodation, meals, spending money and all other associated costs and expenses.
36. In unforeseen circumstances, any element of the prize may be changed by the Promoter.
37. Payment of a prize in cash or as a non-cash asset and the exchange or transfer of a prize to another person is strictly prohibited.

PRIZE DETAILS AND RESTRICTIONS

38. The prize is not exchangeable or redeemable for cash. The prize must be taken as offered or directed by the Promoter and may only be varied at the sole discretion of the Promoter.
39. If for any reason the prize winner does not take the whole or an element of a prize as stipulated by the Promoter then the whole or that element of the prize will be forfeited by the prize winner and no substitute or compensation will be supplied in lieu of the prize or that element of the prize.
40. As a condition of accepting a prize, the prize winner must send the Promoter a copy of a satisfactory identification document to prove their age and must sign any usual legal documentation in the form required by the Promoter and/or prize providers in their absolute discretion, including the registration requirements and any other terms and conditions required by the organiser of each of the 2026 Tokyo

Marathon and 2026 Sydney Marathon events.

41. Participation in or acceptance of a prize by a prize winner will be subject to such other terms and conditions as may be imposed by those involved in providing other goods or services in connection with each of the 2026 Tokyo Marathon and the 2026 Sydney Marathon ("Third Party Terms").
42. The prize winner is responsible for compliance with all applicable Third Party Terms and bears all risks associated with failure to comply with any of them. The Promoter assumes no liability (and will provide no compensation) to any prize winner and/or companion(s) who, as a result of any failure to comply with any Third Party Terms:
 - a) are unable to participate in a prize (or any part of it); or
 - b) suffer any other loss or damage.
43. Prizes cannot be sold, transferred, 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 a prize is obtained through any of these methods, it will not be honoured.

HOW TO CLAIM THE PRIZE

44. The prize winner must claim the prize by no later than 5 business days from the written notification being received by them by sending an email to events@porsche.com.au with their full name, email address, and phone number.
45. If the prize winner does not claim the prize in accordance with this section "How to claim the prize" within the specified timeframe then that prize winner forfeits all entitlements to the prize and all components thereof.

UNCLAIMED PRIZES

46. Subject to any direction given under relevant legislation, any unclaimed prizes may be awarded to an alternative winner selected by the Promoter as a reserve entry in line with these Conditions.
47. The alternative winner will be notified by direct email communication to claim their prize. If the alternative winner does not claim the prize in writing within 5 business days of being informed in accordance with the section of these Conditions "How to claim the prize", then that alternative winner forfeits all entitlements to the prize and all components thereof. The Promoter will then have the option to offer the prize to an alternative winner in accordance with these Conditions, or alternatively to otherwise deal with the prize in its absolute discretion.

PUBLICATION

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48. The prize winner's name and image may be published by the Promoter on its social medial channels following notification of being a prize winner via email. By entering the Competition, the prize winner consents to their name being published by the Promoter.

GENERAL

49. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the date and in the manner described in these Conditions, including but not limited to pandemic (including COVID-19), vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same Conditions, subject to any written directions given under any law or regulation.
50. If more than one person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons the prize winner is.
51. The Promoter may vary these Conditions of the Competition or the prize at any time. The Promoter may cancel or suspend the Competition at any time in its sole discretion.
52. The Promoter shall not be liable for a prize being lost, stolen, damaged or tampered with in any way before it reaches a prize winner or after it has been released to a prize winner.
53. If the Promoter is unable to provide a prize winner with the prize, the Promoter reserves its rights to supply an alternative prize of similar monetary value to that prize.
54. The Promoter (including its officers, employees, contractors and/or representatives) shall not be liable (including for any negligence) for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect, special or consequential loss or damage) or for any personal injury suffered or sustained in any way in connection with participating in the Competition or accepting a prize, except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
55. Nothing in these Conditions limits, excludes or modifies or purports to limit, exclude, or modify an individual's statutory guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees) excludes all liability (including negligence), for any personal injury or any loss or damage

(including loss of opportunity), whether direct, indirect special or consequential, arising in any way out of the Competition.

56. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of a prize. Independent financial advice should be sought as tax implications may arise as a result of accepting a prize.
57. The prize winner must, at the Promoter's reasonable request, participate in any promotion activity (such as publicity and photography) relating to the winning and fulfilment of the prizes, free of charge, and they consent to the Promoter using their name and imagery in any future promotional material related to this Competition.
58. Time is of the essence in these Conditions. Eligible entrants must strictly comply with all time requirements set out in these Conditions.
59. The Promoter complies with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. All entries remain the property of the Promoter. Details from entries will be collected and used for the purposes of conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes surrounding the Competition. By entering the Competition, each entrant consents to the use of their information as described and as set out in the Promoter's privacy policy (available at <https://www.porsche.com/australia/privacy-policy/>), and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, publicity purposes and marketing without any further reference or payment to the entrant. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter at the address stated in clause 1 of these Conditions of Entry or via the following email address privacy@porsche.com.au.
60. The Competition, and these Conditions are governed by the laws in force in Victoria, Australia. Each eligible entrant hereby submits to the non-exclusive jurisdiction of the courts of Victoria, Australia for the resolution of any issue, dispute or matter arising under or in connection with the Competition and these Conditions.