

SHERCO

WIN A FINKE DESERT EXPERIENCE

450/500 SEF FACTORY PROMOTION



Sherco Australia is kicking off 2023 with a bang by offering two lucky customers the chance to win an experience of a lifetime - riding the Finke Desert Racetrack on a fully guided tour with Outback Motorcycle Adventures.

TWO-DAY RIDE TRIP, VALUED AT \$2,250 PP

PROMOTION DETAILS

Customers who take delivery of their new Sherco 450 SEF Factory or 500 SEF Factory during January and February 2023 will automatically be entered into the draw.

The two-day ride showcases the vast beauty of Central Australia whilst providing a taste of the unique and challenging racecourse without the pressure of race conditions.

Owned and operated by Alice Springs locals Michael Vroom and Damian McGrath, Outback Motorcycle Adventures are fuelled by their passion for motorcycles and the Central Australian region and boast over 40 years of experience and local knowledge.

The Finke Desert Race Experience tour prize includes:

- Sherco 500 SEF Factory bike hire
- All fuel & mechanical support
- Two nights of quality twin-share accommodation in Alice Springs
- One-night camping with all camping gear and food supplied
- Support vehicle
- Sweep rider/s



To be eligible to enter, individuals must purchase a new **MY23 SHERCO 450 SEF FACTORY** or **500 SEF FACTORY** motorcycle from any authorised Sherco motorcycle retailer between 01/01/2023 and 28/02/2023.

Eligible customers will automatically be entered into the promotion via Retail Delivery Advice from the authorised retailer. Entrants must retain a copy of their Qualifying Purchase receipt/s/contract of sale for all entries as proof of purchase.

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WIN A FINKE DESERT EXPERIENCE 450/500 SEF FACTORY PROMOTION



“WIN A FINKE DESERT EXPERIENCE TRIP WITH SHERCO” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Entries into the promotion open on 1 January 2023 and close at 11:59PM AEST on 28 February 2023 (“Promotional Period”).
5. There are two (2) entry methods for this promotion. Individuals can receive entries into the draw by completing both or one of the entry methods as outlined below.
Entry Method 1
6. To be eligible to enter, individuals must purchase a new MY23 SHERCO 450 SEF Factory motorcycle from any participating Sherco Motorcycle Dealer Retailer during the Promotional Period. (“Qualifying Purchase”)
Entry Method 2
7. To be eligible to enter, individuals must purchase a new MY23 SHERCO 500 SEF Factory motorcycle from any participating Sherco Motorcycle Dealer Retailer during the Promotional Period. (“Qualifying Purchase”)
A participating retailer is any retailer in Australia that displays advertising material for this promotion (“Participating Retailer”)
8. Eligible customers will automatically be entered into the promotion via Retail Delivery Advice from the Participating Retailer.
9. Multiple entries permitted, subject to: (a) only one (1) entry is permitted per Vehicle Identification Number (“VIN”)
10. Entrants must retain a copy of their Qualifying Purchase receipt/s/contract of sale for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, at the Promoter’s absolute discretion, result in the invalidation of ALL an entrant’s entries and forfeiture of any right to a prize. Qualifying Purchase receipt/s must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual whom the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s 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.
12. If, during the Promotional Period and until the prize is awarded, any SHERCO product of a Qualifying Purchase is returned for a refund or credit or exchanged for a product or products that are not eligible for entry into this promotion (i.e., non SHERCO products), the Promoter reserves the right in its absolute discretion to invalidate any entries rewarded in respect of that Qualifying Purchase (or reduce the number of entries awarded accordingly) or invalidate any claim to the prize awarded or yet to be awarded.
13. Incomplete or incorrect entries will be deemed invalid.
14. 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.
15. The draw will take place at Mojo Motorcycles, 401 Grieve Parade, Altona VIC 3025 on 6 March 2023 at 1:00 PM AEDT. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by email and telephone within two (2) business days of the draw. The winner will be published at www.sherco.com.au from 8 March 2023.
16. The Promoter’s decision is final, and no correspondence will be entered into.
17. The first two valid entries drawn will win one Finke Desert Race Experience tour each, provided by Outback Motorcycle Adventures, valued at \$2,250 AUD.
The Finke Desert Race Experience tour prize includes:
 - Sherco 500 SEF Factory bike hire
 - All fuel & mechanical support
 - Two-nights of quality twin-share accommodation in Alice Springs
 - One-night camping with all camping gear and food supplied
 - Support vehicle
 - Sweep rider/s
18. Delivery timeframe may be varied at the Promoter’s discretion, including due to business operating times and the holiday season. The winner will need a valid Australian motorcycle licence or learner’s permit to ride the hire bike provided. The winner is responsible for their travel to and from Alice Springs and any additional accommodation. Outback Motorcycle Adventures (prize supplier) will assist with the registration process and provide in advance the details required to participate in their tour. The Promoter is not responsible for and will not provide the winner with additional options and ancillary costs, including (but not limited to) flights, accommodation, insurance, transport, or any other costs or damages.
19. It is a condition of accepting the Finke Desert Race Experience tour that the winner (or a representative of the winner) may be required to sign a legal release in a form to be determined by the Promoter at its discretion.
20. Subject to the unclaimed prize draw clause, if for any reason, the winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. If the prize (or part of the prize) is unavailable, the Promoter, at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. Total prize pool value is up to \$4,500. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
23. If unclaimed, a draw for the prize may take place on 17 April 2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and telephone within two (2) business days of the draw, and their names will be published at www.sherco.com.au from 18 April 2023.
24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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 and agents) 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 promotion.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use/taking of the prize.
29. The Promoter collects personal information (“PI”) to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
30. The Promoter is Mojo Motorcycles Pty Ltd (ABN 32 169 825 352) of 401 Grieve Pde, Altona North, VIC 3025, telephone (03) 9918 8000.