Snap a Selfie with Nathan Competition Terms & Conditions ("Conditions of Entry")

Schedule		
Promotion:	Snap a Selfie with Nathan Competition	
Promoters:	Super Cheap Auto Pty Ltd ABN 64 085 395 124, 6 Coulthards Avenue, Strathpine, QLD 4500, Australia. Ph: 1300	
	175 010; and Super Cheap Auto (New Zealand) Pty Ltd, Super Cheap Auto Distribution Centre, 180 Savill Drive,	
	Mangere East, New Zealand 2024. Ph: 0800 500 605 (collectively the "Promoter")	
Promotional	Start date: 27/07/23 at 09:00 am AEST	
Period:	End date: 13/08/23 at 11:59 pm AEST	
Eligible	Entry is only open to Australian and NZ residents who are 18 years and over and hold a Supercheap Auto Club	
entrants:	account.	
How to	To enter the Promotion, the entrant must complete the following steps during the Promotional Period:	
Enter:	a) visit a Supercheap Auto Store within Australia or New Zealand;	
	b) snap a selfie of you and the Nathan Murray cardboard cutout ("Photo");	
	c) visit the Supercheap Auto Facebook Page (located at www.facebook.com/scauto); and	
	d) in a comment on the 'Snap a Selfie with Nathan' competition post, upload their Photo and provide an	
	answer to the promotional question: 'Tell us why you want to win the ULTIMATE Sandown500 experience'	
	(in 25 words or less).	
Entries	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will	
permitted:	receive one (1) entry.	
Total Prize	Up to AUD \$6,550.00	
Pool:	Up to NZD \$7,219.84	

Prize Description	Number of this prize	Value (per prize)	Winning Method
 Prize: The prize is 'Penrite Oil Sandown 500' experience for the winner and a friend which includes: 2 x return economy class flights for 2 people from the winner's nearest capital city to Melbourne (departing on 15/09/23 and returning on 18/09/23) (only provided if the winner does not reside in VIC); 3 nights' three-star twin share accommodation for 2 people (check-in: 15/09/23; check-out: 18/09/23) a AUD\$500 Visa gift card; a Hot Lap experience for 2 people in a supercar (1 lap per person); 2 x 3-day adult general admission tickets to Penrite Oil Sandown 500 at Sandown Raceway, Springvale, VIC from 15/09/23 – 17/09/23; a meet and greet experience with Craig Lowndes or Zane Goddard for 2 people (subject to availability) at the Penrite Oil Sandown 500 event; a fly on the wall and grid walk experience for 2 people at the Penrite Oil Sandown 500 event (Fly on the wall enables the fan/s to listen to radio comms from the driver and race team. An exclusive opportunity to go behind the scenes with a race team. Grid Walk – enables the fan/s to be on the grid before the race start. Cars and drivers are on the grid so it's a opportunity to see them all up close); an 888 Race Team Polo for 2 people (size subject to availability); 	1	Up to AUD\$6,550.00; OR NZD\$7,219.84 depending on exact point of departure	Judging

a pit tour experience for 2 people at the Penrite Oil
 Sandown 500 event.

Prize Conditions

- This prize is for or relates to the Penrite Oil Sandown 500 at Sandown Raceway, Springvale, VIC on 15/09/23 17/09/23 (the "Event"). If the winner is unwilling or unable to attend at the designated time for the Event, they will forfeit the prize and the Promoter is not obliged to offer a substitute prize.
- Travel itinerary will be determined by the Promoter in its absolute discretion.
- Prize is subject to the standard terms and conditions of individual prize and service providers.
- The winner and his/her travel companion must depart from and return to the same departure point and travel together.
- Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- The prize is subject to booking and flight availability.
- The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
- Frequent flyer points will not be awarded and do not form part of the prize.
- Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.
- The winner may be required to present their credit card at accommodation check in.
- Both the winner and their travel companion must be aged 18 years or over.
- The prize requires the winner to contact the Promoter in order to book travel.
- Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift
 card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the
 issuer including those specified on the gift card.
- The winner and their companion acknowledge and agree to comply with all safety directions (including but not limited to COVID Safe Plans) of the Promoter, its agents and service providers.
- The winner and their companion acknowledge that there is a heightened risk of contracting COVID-19 and Promoter (including its service providers, agents and employees) do not guarantee that it is or will remain a COVID-19 free area. The winner and their companion assume all risk for any loss or damage caused in this regard while accepting the prize.
- By accepting the prize, the winner and their companion confirm they are not exhibiting any respiratory symptoms, sore throat, fatigue, loss of smell or taste, runny nose, muscle pain, joint pain, diarrhoea, nausea/vomiting or loss of appetite, or that during the prior 14 days, they have not had close contact with a confirmed or probable case of COVID-19, or have lived in or travelled through a COVID-19 hotspot.

Hot Lap Experience ("Activity") Conditions:

- The exact car use will be subject to availability on the day of the Activity.
- The winner and their companion must both be wearing enclosed shoes to participate in the Activity.
- Both the winner and their companion must not be taller than 185cm, have a waist measurement of 91cm/36 inches or below and a chest measurement of 122cm/48 inches or below.
- The Promoter will require the winner and their companion to sign a waiver before they are able to participate in the Activity.
- Winner and their guest must not be drunk, pregnant or suffering from heart related issues.
- The winner acknowledges that the Activity is a dangerous activity, which may result in injury or death, and participates in the prize (including the Activity) at his/her own risk. The winner: (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 the prize supplier as determined by them in their absolute discretion; (b) must declare to the Promoter or the prize supplier any health-related issues that may affect his/her safe participation in the Activity 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 the Activity; (d) must not be under the influence of any drugs or alcohol; (e) must comply with all directions of the Promoter, the prize supplier, the nominated

	driver and race officials; and (f) must wear all safety and other equipment required. The Promoter and the prize supplier in their absolute discretion (a) reserve the right to refuse to allow the winner to take part in any or all aspects of the Activity if they reasonably believe the winner poses a safety risk or for any other reason; (b) may cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and in which case, no compensation will be offered.
Winner	The winner will be notified via Facebook within one (1) day of the judging. The winner will be published at
notification:	www.supercheapauto.com.au/ within 7 days of the judging.
Unclaimed	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the
Prizes:	next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter
	is under no obligation to award any unclaimed prize.

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

5. <u>Judging:</u>

- a) The winner will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual creative merit of the answer provided to the promotional question and Photo uploaded on entry.
 - i) The best valid entry, as determined by the judges, will win the prize specified in the Schedule above.
 - ii) The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
 - iii) The winner will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
- 6. All reasonable attempts will be made to contact the winner.
- 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (http://www.facebook.com/terms.php). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook. The entrant releases Facebook and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
- 9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

- 11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
- 12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 13. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.supercheapauto.com.au/customer-service/privacy-policy.html. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy, see the Promoter's privacy policy for details.
- 15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.
- 16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
- 17. If a prize is provided to the Promoters by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not either Promoters. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoters accept no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
- 19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
- 20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any

- other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 21. All material submitted on entry (e.g. Photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
- 22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
- 23. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 24. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 25. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
- 26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.