

# TERMS & CONDITIONS

## Schedule to Terms & Conditions of entry

<b>Promotion name</b>	Gulf Western's win a trip to the Winternationals
<b>Eligible States/Territories</b>	National
<b>Promotion period</b>	Start: 10 Mar 2019 12:00 AM AEST End: 23 Mar 2019 11:55 PM AEST No entries will be accepted outside this time.
<b>Website address</b>	<a href="http://www.supercheapauto.com.au">www.supercheapauto.com.au</a>
<b>Promoter</b>	Gulf Western Premium Quality Lubricating Oils (Aust) PTY LTD ABN: 79087558398 92/96 Links Road St Marys NSW 2747
<b>Eligible entrants</b>	<p>Only persons who are a Supercheap Auto Club Plus and/or Trade Direct member.</p> <p>Participation in the Supercheap Auto Club Plus and/or Trade Direct program (and, consequently, participation in this competition) is subject to the terms and conditions which apply to the Supercheap Auto Club Plus and/or Trade Direct program available at <a href="http://www.supercheapauto.com.au/clubplus/terms-conditions">http://www.supercheapauto.com.au/clubplus/terms-conditions</a>, as amended from time to time.</p> <p>Should an entrant's contact details change during the Competition Period, it is the entrant's responsibility to update their Club Plus and/or Trade Direct contact details prior to the promotions draw date and time.</p> <p>Entrants aged under 18 years must have the written consent of a parent/guardian to enter the Promotion and must provide same to the Promoter on request.</p>
<b>Details of prizes</b>	Gulf Western 52 <sup>nd</sup> Winternationals Corporate Package Prize includes: <ul style="list-style-type: none"><li>- 4 x Economy Flights from major capital city to Brisbane</li><li>- 3 Nights twin Share accommodation in a 4 Star Motel</li></ul>

	<ul style="list-style-type: none"> <li>- 1 x Thrifty Car Hire (Valid Australian Driver License required)</li> <li>- 4 x VIP tickets into the 52<sup>ND</sup> Gulf Western Winternational held on 7<sup>th</sup> June – 9<sup>th</sup> June 2019. Tickets will grant access into Corporate Sky Marquee, (Sky Marquee is situated Trackside and fully air conditioned. Food and Soft Drinks supplied inside the Sky Marquee)</li> </ul> <p>Total Package \$5000.00</p> <p>Prize doesn't include spending money, or meals acquired outside of the Corporate Sky Marquee.</p> <p>Prior to participation in any travel or event prize, any winner and participant may be required to sign an indemnity and waiver of liability in favour of the Promoter and all involved parties. If a participant is a minor, the indemnity and waiver of liability must be signed by the participant's parent/guardian.</p>
<b>Total number of prizes</b>	1
<b>Total prize value</b>	Total prize pool (inc GST): \$5,000.00
<b>Qualifying Purchase</b>	Any Gulf Western product from Supercheap Auto stores or online at <a href="http://www.supercheapauto.com.au">www.supercheapauto.com.au</a> . Excluding any special order products.
<b>Method of entry</b>	<p>To enter, an entrant must, during the promotional period:</p> <p>Purchase any Gulf Western product from Supercheap Auto stores or online at <a href="http://www.supercheapauto.com.au">www.supercheapauto.com.au</a> during 10th March to 23rd March 2019.</p> <p>At the time of making your Qualifying Purchase, you must present your Supercheap Auto Club Plus and/or Trade Direct membership card to the Store cashier to be swiped, or if you are purchasing online at <a href="https://www.supercheapauto.com.au">https://www.supercheapauto.com.au</a>, log into your Supercheap Auto Club Plus and/or Trade Direct account at the time of making your Qualifying Purchase.</p> <p>For the avoidance of doubt, purchases made without being logged in to your Supercheap Auto Club Plus and/or Trade Direct membership account cannot be retrospectively attributed.</p>
<b>Maximum number of entries</b>	For the avoidance of doubt, one entry into the competition will be received for each separate product purchased. For example, if a person purchases 3 Gulf Western products in one transaction, they will receive 3 entries into the draw.

<b>Prize draw</b>	A random prize draw will occur 10:00 AM AEST on Tuesday 2 <sup>nd</sup> Apr 2019 Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000
<b>Notification of winners</b>	Winner will be notified within two days of the draw via details provided by the customer, no later than Thursday 4 <sup>th</sup> April 2019.
<b>Public announcement of winners</b>	The winner of all prizes will be published here:  www.supercheapauto.com.au on Monday 8 <sup>th</sup> April 2019
<b>Unclaimed prize draw</b>	A random unclaimed prize draw will occur 10:00 AM AEST on Wednesday 15 <sup>th</sup> May 2019  Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000
<b>Notification of unclaimed prize winners</b>	Unclaimed prize winner will be notified within two days of the draw via details provided by the customer, no later than Thursday 16 <sup>th</sup> May 2019
<b>Public announcement of winners from unclaimed prize draw</b>	The winner of all unclaimed prizes will be published here:  www.supercheapauto.com.au on Monday 20 <sup>th</sup> May 2019
<b>Permit reference</b>	Authorised under  NSW Permit No. LTPS/19/31490 ACT Permit No. TP 19/02600

## Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-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 first cousin.
3. The Promotion will be conducted during the Promotion period.
4. The Prize/s are specified in the Details of prizes section of the Schedule.
5. The total prize pool is specified in the Total prize value section of the Schedule.
6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
7. Prizes involving travel must be taken to coincide with the dates specified in the Details of prizes section of the Schedule or as otherwise specified in the conditions of any third party travel provider. Any changes to the confirmed prize details will be at the expense of the winner(s) and will only be permitted with the prior consent of the Promoter or third party travel provider.
8. Unless otherwise stated, any travel prize does not include travel insurance, travel documents, meals, taxes not included in the price of the ticket, transfers, flights, accommodation or any other costs of a personal nature. Compliance with any health, travel insurance, passport or other government requirements is the responsibility of the prize winner. Failure to comply with this will deem the winner's entry invalid and the entrant will forfeit the prize. The Promoter makes no representation as to the safety, conditions or other issues that may exist as part of the travel or at the destination.
9. The Prize travel is subject to availability at the time of booking. The winner and, if applicable, their companion must travel together on all prize travel. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.

10. If the prize winner of the Event prize has not confirmed their availability to take the prize on the specified dates by the specified time and date, the prize winner's entry will be deemed invalid. The Promoter reserves the right to conduct a further draw to award the prize, subject to any directions given by any relevant authority.
11. Neither the Promoter nor any company or agency associated with the Event accepts responsibility for the cancellation or delay of the Event for any reason beyond their control or any inability of the winner to attend the Event when scheduled.
12. If any part of the Event is abandoned, varied, called off or postponed for any reason, the winner and, if applicable, their companion(s), at the Promoter's discretion, forfeits all rights to attend the event and no cash or alternative tickets will be substituted for that element of the prize.
13. Entrants agree to comply with any conditions which accompany the Event.
14. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
15. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
16. The time of entry will be deemed to be the time the entry is received by the Promoter.
17. Entrants may submit up to the Maximum number of entries (if applicable).
18. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
19. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.

20. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
21. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
22. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
23. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
24. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. If a prize is no longer available the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.
25. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability

which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

26. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
27. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
28. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
30. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
31. If you are a winner, the Promoter may ask you to take part in some publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and

image in any promotional or advertising activity.

32. Supercheap Auto collects personal information about you when you sign up to the Club Plus and/or Trade Direct membership program and will assist the Promoter in order to conduct the competition. If the personal information requested is not provided, you may not be able to participate. Supercheap Auto may share your personal information with the Promoter in some circumstances (including, but not limited to, handling complaints, booking and awarding prizes, and if requested by the authorities). By entering and providing personal information, you consent to the use of your personal information in this manner. Supercheap Auto's Privacy Policy (available at [www.supercheapauto.com.au/customer-service/privacy-policy](http://www.supercheapauto.com.au/customer-service/privacy-policy)) states:
  - (a) how you can seek access to the personal information the Promoter holds and seek the correction of such information; and
  - (b) How you can complain about a breach of privacy and how the Promoter will deal with such a complaint.
33. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
34. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
35. Facebook, YouTube, Instagram, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, or Snapchat; and to release Facebook, YouTube, Instagram, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, or Snapchat.