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AECAA Pty Ltd Trading as Automotive Electrical & 4WD Accessories KT Cables, Todd Waters, Husqvarna & Supercheap Auto Campaign

WIN A HUSQVARNA TC50 MOTORCYCLE WHEN PURCHASING A

KT 7 STAGE SMART MOTORCYCLE BATTERY CHARGER FROM ANY SUPERCHEAP AUTO INSTORE & ONLINE BETWEEN 30/10/2019 – 10/01/2020. ELEGIBLE FOR SUPERCHEAP AUTO CLUB PLUS AND TRADE DIRECT MEMBERS ONLY.

Terms and Conditions

Full Terms & Conditions Hosted at www.ktcables.com.au/termsconditions

- 1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 2. Entry is open to all residents of Australia who meet the criteria as per clause 5 and 6. However, employees and their immediate families of Super Retail Group Pty Ltd, Super Cheap Auto Pty Ltd, Engage Australia Pty Ltd, and their associated agencies and companies are not eligible to enter.
- 3. The competition commences on Wednesday the 30th October 2019 at 00:01 (AEST) and concludes on Friday the 10th January 2020 at 23:59 (AEST) ("Promotional Period").
- 4. The promoter is AECAA Pty Ltd Trading as Automotive Electrical & 4WD Accessories, however the competition will be advertised at <u>www.supercheapauto.com.au</u>, as well as in Supercheap Auto's Catalogue, in-store, and via e-mail.

Third parties who are collaborating with this campaign will also be supporting and distributing this campaign on social media platforms Facebook & Instagram including:

KT Cable Accessories: <u>www.ktcables.com.au</u> Facebook: <u>www.facebook.com/ktcables</u> Instagram: <u>www.instagram.com/ktcables</u>

Automotive Electrical & 4WD Accessories: <u>www.ae4a.com.au</u> Facebook: <u>www.facebook.com/ae4aaus</u> Instagram: <u>www.instagram.com/ae4a_aus</u>

KTR Apparel: <u>www.ktrapparel.com.au</u> Facebook: <u>www.facebook.com/ktrapparel</u> Instagram: <u>www.instagram.com/ktrapparel</u>

Todd Waters: <u>www.toddwaters.com.au</u> Facebook: <u>www.facebook.com/toddwatersofficial</u> Instagram: <u>www.instagram.com/toddwaters47</u>

Supercheap Auto: <u>www.supercheapauto.com.au</u> Facebook: <u>www.facebook.com/scauto</u> Instagram: <u>www.instagram.com/supercheap_auto</u>

 To be eligible to enter participants must purchase a KT Smart 7 Stage Motorcycle Battery Charger Model No. KT72400 from any participating Supercheap Auto stores in Australia or online at <u>www.supercheapauto.com.au</u> during the promotional period.

Eligible for Club Plus and/or Trade Direct customers only. Entry is automatic when customer makes the qualifying purchase in a Supercheap Auto store and has their Club Plus or Trade Direct membership card scanned at time of purchase, or makes a qualifying purchase at Supercheap Auto online when logged in with their Club Plus or Trade Direct membership details

- 6. Customers can sign up to become a Club Plus and/or Trade Direct customer prior to or in the same transaction to be eligible to enter this promotion.
- 7. Multiple entries permitted, subject to the following: (a) only one entry permitted for every receipt transaction.



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- 8. Excludes special orders and any product returns.
- 9. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to update their Club Plus or Trade Direct Account contact details prior to the promotions draw date and time.
- 10. Supercheap Auto reserves the right to request winners to provide proof of identity; proof of residency at the nominated prize delivery address in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 11. Supercheap Auto reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses to register single or multiple purchases. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry are of a type described in this clause.
- 12. Qualifying purchases can be made up to 23:59 (AEST) on Friday the 10th January 2020. The time of entry will in each case be the time the data is received by Supercheap Auto's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 13. There is one (1) major prize to be won by (1) winner in Australia.

The major prize (1) is made up of following items;

- a. One (1) Husqvarna TC50 two (2) Stroke 49CC Motorcycle. (Total Prize Value \$5,500)
- b. Transportation of major prize (1) Husqvarna TC50 two (2) Stroke 49CC Motorcycle at AECAA Pty Ltd (Automotive Electrical & 4WD Accessories Cost) to major prize winners home address or location of choice. Organised by AECAA Pty Ltd
- c. KTR Apparel Jacket (Total prize value \$100)
- d. KTR Apparel & KT Cables branded 3x3 Meter Marquee Cover with Frame (Total prize value \$400)
- 14. Total prize value is AUD \$6,000 RRP incl. GST and excluding cost of Transport of prize to winner's location of choice within Australia, at Automotive Electrical & 4WD Accessories cost.
- 15. Prizes does not include further Husqvarna Accessories
- 16. Prizes cannot be transferred and cannot be redeemed for cash.
- 17. The winner must disclose a preferred Australian location for Major Prize to be transported to, organised and cost covered by AECAA Pty Ltd trading as Automotive Electrical & 4WD Accessories. Should the winner not disclose a preferred location to AECAA Pty Ltd trading as Automotive Electrical & 4WD Accessories, AECAA Pty Ltd trading as Automotive Electrical & 4WD Accessories, AECAA Pty Ltd trading as Automotive Electrical & 4WD Accessories is confirmed with prize winner, subject o clause 31 of these terms.
- 18. Prize winner must produce personal identification matching the details on their Club account on handover of Major Prize to promoter.
- 19. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
- 20. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
- 21. In consideration of the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the major prize. The winner acknowledges that the Promoter is free to use the major prize and to exercise its rights in relation



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thereto and the winner will not be entitled to any fee for such use.

- 22. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- 23. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 24. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date. Additional insurance options, petrol and all other ancillary costs are responsible of the winner.
- 25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 26. If the competition winner is under eighteen (18) years of age, the prize will be awarded to the winner's parent or legal guardian on the winner's behalf.
- 27. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One (1) valid entrant will be drawn at random to become the winner.
- 28. The draw will take place at Engage Australia Pty Ltd, Level 8, 56 Clarence Street, Sydney NSW 2000, Australia on, Tuesday 21stthJanuary 2020 at 15:00 (AEST). The winner will be notified in writing and by phone within two (2) business days of the prize draw (or by Thursday 23rd January 2020). The winner will be notified of their prize via phone call and email.

The winner will also be publicly announced by an AECAA Pty Ltd Trading as Automotive Electrical & 4WD Accessories representative on the Friday 24th^dJanuaryth 2020 by video advertised over the following social media pages and websites over the following ten (10) days:

KT Cable Accessories: <u>www.ktcables.com.au</u> Facebook: <u>www.facebook.com/ktcables</u> Instagram: <u>www.instagram.com/ktcables</u>

Automotive Electrical & 4WD Accessories: <u>www.ae4a.com.au</u> Facebook: <u>www.facebook.com/ae4aaus</u> Instagram: <u>www.instagram.com/ae4a_aus</u>

KTR Apparel: <u>www.ktrapparel.com.au</u> Facebook: <u>www.facebook.com/ktrapparel</u> Instagram: <u>www.instagram.com/ktrapparel</u>

Todd Waters: <u>www.toddwaters.com.au</u> Facebook: <u>www.facebook.com/toddwatersofficial</u> Instagram: <u>www.instagram.com/toddwaters47</u>

Supercheap Auto: www.supercheapauto.com.au

- 29. The prize will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the Club Plus or Trade Direct Card.
- 30. An unclaimed prize draw will take place a (should the winner not claim their prize by Monday 20^a April 2020) at Engage Australia Pty Ltd, Level 8, 56 Clarence Street, Sydney NSW 2000, Australia on, Tuesday 21^a April 2020 at 15:00 (AEST). The winner will be notified in writing and by phone within two (2) days of the draw or by Thursday 23^a March 2020. The unclaimed prize draw winner will also be published on this website <u>www.ae4a.com.au</u> on the 23^a March 2020.
- 31. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- 32. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the



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prize supplier's requirements.

- 33. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 34. 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 dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, 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 directions given under State Regulation.
- 35. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s 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 phone user 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.
- 36. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 37. If the Promotion is conducted via Facebook, entrants acknowledge and agree that: the Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook; any information provided in connection with the Promotion is provided to the Promoter, not Facebook; entry and participation in the Promotion is dependent on entrants acting in accordance with the Facebook Statement of Rights and Responsibilities (available at http://www.facebook.com/terms.php); and the entrant releases Facebook and its associated companies from any and all liability arising in relation to this Promotion.
- 38. The Promoter, Engaged Australia Pty Ltd, and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 39. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
- 40. The Promoter collects each entrant's personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties (including without limitation a related body corporate, agents, contractors) and if required, to the Australian regulatory authorities. Entry is conditional on the entrant providing the information required by the Promoter. Further, by entering this Competition, each entrant consents to the information they submit being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant
- 41. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
- The promoter ("Promoter") shall (as applicable) be AECAA Pty Ltd Trading as Automotive Electrical & 4WD Accessories, (ABN: 96 059 087 704) of 34 Notar Drive Ormeau, QLD 4208.
- 43. Authorised under, Permit numbers: NSW: LTPS/19/35907, ACT: TP 19/03683, SA: T19/1071