

### Club Plus 2020 Calendar Competition – Supercheap Auto Terms & Conditions:

1. The promoter of this Competition is Super Cheap Auto Pty Ltd ACN 085 395 124 (the “Promoter”).
2. Entry to the Competition is open to residents of Australia and New Zealand who are Supercheap Auto Club Plus members. An entrant must be an individual and not a company or organisation. Entrants under 18 years of age must have the consent of their parent or guardian to enter. Employees of the Promoter or of Super Retail Group Limited (or any subsidiary thereof) or any person associated with this Competition, or any organisation or individual associated with the provision of the prize(s) are not eligible to enter.
3. Each entry must be entered in accordance with these terms and conditions (“Terms and Conditions”). By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website form part of these Terms and Conditions.
4. The Competition opens on 9 October 2019 and closes at 11:59pm AEST on 20 October 2019 (“Competition Period”). Any entry received before the commencement of the Competition Period or after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted by the Promoter for late, lost, delayed or misdirected entries.
5. The Promoter 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 and Conditions of entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoter or any third party. The Promoter reserves the right to disqualify the winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause. Illegible, incomprehensible or incomplete entries may be deemed invalid by the Promoter at their discretion.
6. To enter this Competition, the entrant must submit a **high resolution (minimum 2MB, maximum 15MB) landscape photograph of their vehicle** (car, 4WD or motorbike) and associated story via the entry form and complete the additional entry form information within the Competition Period.
7. Each entry must include one (only) photograph fitting the entry details (image specs: minimum 2MB, maximum 15MB, landscape) and associated story. Incomplete entries without an associated story will be ineligible for selection in the Top 20. Photographs and stories cannot be updated once entered by entrant however may be resized, corrected and/or edited by the Promoter.
8. By submitting the photographs to the Promoter, the entrant grants the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in the photographs and all other material provided by the entrant to the Promoter at any time.
9. Without limiting the rights granted to the Promoter under clause 8, the entrant specifically agrees that clause 8 grants to the Promoter the non-exclusive right throughout the world to communicate the photographs in whole or in part to the public on any media platform, and the entrant grants to the Promoter all associated rights necessary to exercise the above rights.
10. The top 20 entrants whose photographs are judged (at the judges' discretion) by a panel of judges appointed by the Promoter at the Promoter's sole discretion, to be the best, most original and/or creative, will make up the top 20 finalist list. Chance plays no part in determining the prize winners.
11. All entries will receive Club Plus credit (but limited to one per person / entrant) as detailed below. Credit will be applied to the supplied Club Plus account information at the completion of the relevant stage of the promotion. Entrants will receive an email confirmation when the credit has been applied.
12. Prizes
  - 12.1. The top 12 entries selected by the Promoter will receive \$250 Club Plus credit on or about 1 November 2019, which will be valid for 3 months from the date of issue by the Promoter;
  - 12.2. The next best 8 finalists selected by the Promoter will receive \$50 Club Plus credit on or about 1 November 2019 which will be valid for 3 months from the date of issue by the Promoter; and

- 12.3. All other entries that are compliant with and not otherwise disqualified by the Promoter pursuant to these Terms and Conditions set out herein, will receive \$5 Club Plus credit which will be valid for 28 days from the date of issue on or about 23 October 2019 by the Promoter. Provided however that such credit will be limited to one per person / entrant and the Promoter reserves the right to disqualify any entrant whom the Promoter believes has made (or has attempted to make) multiple entries to the Competition, whether or not single or multiple Supercheap Auto Club Plus accounts are used to do so.
13. The Promoter reserves the right to request that the winning entrants provide proof of identity and proof of residency at the nominated prize delivery address and/or proof of entry validity of entry in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winning entrant cannot provide suitable proof, the winning entrant will forfeit the prize in whole and no substitute will be offered.
14. 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 law. No responsibility is accepted by the Promoter for any variation in the value of the prize. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
15. Independent financial advice should be sought by the entrant as tax implications may arise as a result of accepting the prize.
16. The promotion and this Competition will be advertised in whatever manner the Promoter sees fit, including (without limitation) in store, catalogue, online, television or print media.
17. No component of the prizes can be transferred or redeemed for cash.
18. The entrant warrants to the Promoter that:
- 18.1. all details provided with the entrant's entry are true and accurate;
- 18.2. the entrant has all necessary rights and licenses to grant the rights set out in these Terms and Conditions;
- 18.3. the photographs are an original work;
- 18.4. the entrant is the copyright owner or authorised licensor of all copyright works and subject matter comprising the photographs and accompanying story and the entrant acknowledges and agrees that they have no further right to any additional consideration or compensation, and that the entrant will make no further claim for any reason against the Promoter. The entrant hereby waives (or must procure the waiver of) any and all moral rights that may vest in the photographs and that the Promoter is not required to attribute the photographs to the entrant nor any other third party in any use of the photographs by the Promoter pursuant to these Terms and Conditions;
- You do not own the image if:

  - someone else took the photo (even if you or your car are in the photo) and the photographer (such as professional, friend or family member) has not transferred the ownership of the photo to you;
  - someone commissioned you to take the photo on the basis that they would own the photo;
  - you bought or obtained the photo (paid or not paid) from someone or from the internet;
  - you lent someone else your camera and he/she took the photo; and/or
  - a friend took the photo with his/her camera.
- 18.5. the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties;
- 18.6. the entrant gives the Promoter permission to create, modify, and otherwise use the photographs as the Promoter sees fit, including in any media, for use in the Club Plus Calendar among other advertising, promotion and marketing. The entrant warrants that the photographs may be combined with other content, text and graphics and cropped, altered or modified as the Promoter sees fit. The entrant agrees that all rights to such content belong to the Promoter.

- 18.7. the entrant agrees that selected personal information of the entrant will be made publicly available but may only be used directly in relation to the relevant content where necessary (e.g. first name, last initial, city and details of the vehicle) and will be published in the Supercheap Auto Club Plus Calendar and other promotional marketing related to the Competition, example Blog posts and Facebook advertising;

and the entrant will indemnify the Promoter against any loss or damage resulting from any breach of the above warranties. If the Promoter reasonably believes that the entrant has breached or will breach the above warranties, the Promoter is entitled to, at its sole discretion, disqualify the entry and remove the entry from the Competition. The Promoter will select a replacement entry at its discretion which may or may not be the next most popular public choice in the case of the Top 12, depending on the point in the production process at which the disqualification occurs.

19. The entrant acknowledges and agrees that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.
20. The entrant agrees that the Promoter may use the entrant's entry provided to the Promoter indefinitely for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee or other compensation paid to the entrant.
21. Decisions of the Promoter and its panel of judges are final and will be final and binding on each person who enters the Competition and no correspondence will be entered into. The name of the top 20 finalists will be announced on 24 October 2019 via [www.supercheapauto.com.au](http://www.supercheapauto.com.au), [www.supercheapauto.co.nz](http://www.supercheapauto.co.nz), and [www.clubpluscalendar.supercheapauto.com](http://www.clubpluscalendar.supercheapauto.com).
22. Prizes will be awarded to person named in the entry. However, in the event of a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
23. Should an entrant's contact details change, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
24. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
25. 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.
26. 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.
27. The Promoter 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.
28. 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), transmit the information overseas, 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. Without limitation to the foregoing, the entrant acknowledges and agrees to the privacy policy of the Promoter, such privacy policy being available on the Promoters website:

<https://www.supercheapauto.com.au/customer-service/privacy-policy.html>

29. 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 (if the Promoter chooses to do so, at its sole discretion) recommence it from the start on the same conditions, subject to any directions given under law.
30. 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 Competition, the Promoter reserves the right in its sole discretion to (except where prohibited by law):
- 30.1. disqualify any individual who tampers with the entry process,;
  - 30.2. cancel, terminate, modify, or suspend the Competition; and/or
  - 30.3. take any other action as the Promoter sees fit.
31. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes 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.
32. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or indirect) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.