

SHELL SUPERCHEAP AUTO BOWSER FRIDGE PROMOTION 2021

FULL TERMS AND CONDITIONS.

1. The Shell Supercheap Auto Promotion 2021 ("Promotion") is conducted by Viva Energy Pty Ltd (ABN 46 004 610 459) of Level 16, 720 Bourke St Docklands VIC 3008 ("**Promotor**")
2. This Competition commences at 12:00am (AEDT) 14th March 2021 and ends 11:59pm 11th April 2021 (AEST) ("**Promotion Period**").
3. The sections on How to Enter, Draw and Winner Notification, Prizes and Miscellaneous Provisions form part of these Terms and Conditions.
4. This Promotion is only open to Australian Supercheap Auto customers aged 16 years or older who have not been discovered to have breached these Terms and Conditions.
5. Entry into this Competition is deemed to be acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.
6. Each entrant acknowledges that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of an entrant's ineligibility to enter after the Promoter has awarded a Prize to the ineligible entrant. Return of a Prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.

HOW TO ENTER:

7. To enter, entrants must, during the Promotion Period:
 - a. Purchase any bottle of Shell Helix product from any Australian Supercheap Auto Store or Supercheap Auto webstore.
 - b. Visit: shell.com.au/coolprize (the "**Website**") follow the prompts and fully complete the online registration form and complete all requested personal and product details including uploading a legible copy of the purchase receipt upon the online entry form.
8. Entries are deemed to be received at the time of receipt into the database and NOT at the time of transmission by the participant.
9. Incomplete or indecipherable entries will be deemed invalid.
10. Receipts cannot be shared, transferred, sold or traded.
11. Participants must retain their purchase receipt as proof purchase for a period of 3 months from the conclusion of the Promotion Period.
12. Entries can only be received via the online form as described above and entries will not be accepted in any other form.
13. Multiple entries are permitted providing they comply with individual entry requirements as outlined in clause 7.

DRAW AND WINNER NOTIFICATION

- 14.** All prizes drawn for this promotion will take place at Flow Marketing 121/87 Turner St Port Melbourne VIC, 3207.
- 15.** Minor (Daily) Prize draw; there will be twenty-nine (29) daily prize draws conducted for each day of the Promotion Period. All (Daily) Prize draws will take place at 12 noon (AEDT). The first valid entry drawn from all valid entries received from 12:01am 14th March to 11:59pm AEDST will win the first minor (Daily) Prize drawn on 15th March 2021. The second and subsequent entries will follow the same method, the final daily prize draw being conducted on 12th April 2021.
- 16.** Major Prize draw: The first valid entry drawn from all entries received will win the major prize at 12 noon 14th April 2021 (AEDT).
- 17.** Winners will be notified by email within two business days of the prize draws and their name will appear on the website: shell.com.au/coolprize for a period of 30 days.
- 18.** Any prize that remains unclaimed for a period of 3 months will be forfeited by that winner and will be redrawn at 12 noon (AEDT) 9th July 2021 at Flow Marketing 121/87 Turner St Port Melbourne VIC, 3207. Winners of an unclaimed prize draw will be notified by telephone and email within two business days of the date of the redraw, and their name will appear on the website: shell.com.au/coolprize for a period of 30 days.

PRIZE

- 19.** Major Prize: one (1) Shell Replica Petrol Bowser Fridge each valued at \$3,000 incl. GST.
- 20.** Minor (Daily) Prize: \$50 Supercheap Auto E-Gift Voucher each valued at \$50 incl. GST.
- 21.** Total prize pool in Australia valued at \$4,450 incl. GST.
- 22.** If for any reason any elements of the specified prizes are unavailable, the Promoter reserves the right to replace it with a prize of the same or higher value and of similar specification, subject to any written directions from a regulatory authority.
- 23.** Prizes or any component of the prize are not transferable, saleable or exchangeable and cannot be taken in any other form.
- 24.** Prize may be subject to specific terms and conditions see <https://www.supercheapauto.com.au/customer-service/terms-conditions.html>

MISCELLANEOUS PROVISIONS

- 25.** No responsibility will be accepted by the Promoter for late, lost or misdirected entries.
- 26.** All entries must be submitted by a person and any automated entries, fraudulent entries or entries by persons using an alias shall be invalid.
- 27.** If there is a dispute as to the identity or details of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity or details of the entrant.

- 28.** Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the 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.
- 29.** 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 Eligible Businesses and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 30.** Nothing in these Terms and Conditions limits, excludes or 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.
- 31.** 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 tax liability incurred by a winning business or Eligible Business (or its authorised representative); or (e) use of a prize.
- 32.** The Promoter will use and handle personal information collected as set out in its privacy policy available on the Promoter's website <https://www.vivaenergy.com.au/contact-us/privacy-policy>. 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 personal information collected from entrants 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 personal information, 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 all data will be stored securely in Australia and will not be shared outside Australia.
- 33.** Consent to use and disclosure of personal information: Each entrant acknowledges and consents to the disclosure of their personal information by the Promoter to its contractors, service providers, prize suppliers and agents for the purpose of conducting this Promotion and to State and Territory gaming authorities as required, and the winner's name may be published as required under the relevant legislation. Entry is

conditional on providing this personal information. Entrants should direct any request to opt out of the use and/or disclosure of their personal information to the Promoter.

34. The laws of Australia apply to this promotion to the exclusion of any other law. Eligible Businesses submit to the exclusive jurisdiction of the courts of Australia.

35. For a copy of the full terms and conditions visit shell.com.au/coolprize

36. The Promoter's decisions in relation to this Promotion are final and no correspondence or communication will be entered into in relation to any aspect of this Promotion.

37. Authorised in Australia under permit numbers: ACT TP:21/0041