

# **Valvoline – SCA Marine Oils Promotion**

## **Terms & Conditions**

1. Information on how to enter and the prize(s) form part of these Terms & Conditions. Submitting an entry is deemed to be as acceptance of these Terms & Conditions.
2. Promotion is available to Australian residents 16 years and over who are Supercheap Auto Club or Trade members. Employees (and their immediate families) of the Promoter, Administrator and agencies associated with this promotion are ineligible to claim. Immediate family 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 1<sup>st</sup> cousin.
  - a. The following Supercheap Auto Trade accounts and customer types are excluded from this promotion:
    - i. Uber Rewards
    - ii. National accounts where multiple individuals purchase on one account
3. Purchases of eligible products must be made in Australia between: 8:00am AEST March 23, 2023 and 11:59pm AEST April 6, 2023 (“Promotional Period”).
4. To be eligible to enter, Supercheap Auto Club or Trade members must purchase any of the following eligible Valvoline marine products during the Promotional Period:
  - a. Valvoline 2 Stroke Outboard Engine Oil - 4 Litre (168077);
  - b. Valvoline Outboard Gear Oil - 500mL (134237);
  - c. Valvoline 4 Stroke High Performance Outboard Oil - 4 Litre (213292);
  - d. Valvoline Marine 2 Stroke Outboard Engine Oil - 1 Litre (610769); or
  - e. Valvoline 4 Stroke Outboard Oil - 1 Litre (520036).
5. Supercheap Auto Club or Trade members must purchase eligible Valvoline marine products in a Supercheap Auto store or on the Supercheap Auto website (<https://www.supercheapauto.com.au/>) using their Supercheap Auto Club or Trade membership during the Promotional Period to receive one (1) automatic entry into the draw.
6. Multiple entries per Supercheap Auto Club or Trade member are permitted; subject to the following: (a) only one (1) entry permitted per eligible transaction, regardless of the number of eligible products purchased in that transaction in excess of one (1); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry per person per day is permitted.

### **Major Prize:**

7. The draw will be conducted by Valvoline (Australia) Pty Ltd at Suite 603, 2 Burbank Place, Baulkham Hills, NSW 2153, on Monday April 17, 2023 at 10:00am AEST, in the presence of two (2) Valvoline employees. Winner will be selected using electronic random number generation. Winner will be notified by phone and/or email within seven (7) business days of the draw. Winner must be contactable and accept the prize before the re-draw date to be deemed the winner. Winner’s name will be published on

the Valvoline Australia website ([valvoline.com/en-au/media-room/](http://valvoline.com/en-au/media-room/)) and social media sites including Facebook from Friday April 21, 2023. Should an invalid entry be selected, another entry will be generated and verified until a valid entry is drawn and deemed the winner. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The Promoter will use reasonable efforts to notify the prize winner.

8. The first valid entry drawn will win the Major Prize as detailed below:
9. There is one (1) major prize for all entrants valued at up to \$4,652.93 (“Major Prize”). Major Prize includes the following:
  - a. One (1) Valvoline merchandise and product pack
  - b. One (1) fishing experience with Michael Guest for the winner and one (1) other person of the winner’s choice.
10. The merchandise and product pack will be delivered to the winner’s nominated address. Total value of the merchandise and product pack is \$252.93. Pack Inclusions:

Prize Item	Details	RRP
4 Stroke Outboard 10w-40 4L	• 1 x bottle	\$49.99
Val Plex EP 500GM Bottle	• 1 x bottle	\$14.99
Outboard Gear Oil 500ml bottle	• 1 x bottle	\$14.99
Valvoline Vintage Esky	• 1 x unit	\$119.99
Valvoline Vintage Bottle Opener	• 1 x unit	\$19.99
Valvoline Black Original Engine Oil Hat	• 1 x unit	\$24.99
Valvoline Original Engine Oil Stubby Cooler	• 1 x unit	\$7.99

11. The total value of the fishing experience with Michael Guest is up to \$3,500, depending on winner’s point of departure. Fishing experience details are outlined below:

	Details
<b>Location</b>	Lake Macquarie, NSW
<b>Date</b>	April – June 2023 (To be confirmed with winner and Michael Guest)
<b>Inclusions</b>	<ul style="list-style-type: none"> <li>• A day on Lake Macquarie fishing from the Reel Action Quintex showboat for the winner and one (1) other person of the winner’s choice.</li> <li>• Start the day with a class on how to find fish using latest marine electronics.</li> <li>• All fishing equipment and tackle.</li> <li>• Lunch.</li> </ul>

12. The details stipulated above are general in nature and are subject to change depending on availability and variable factors such as dangerous weather, technical difficulties and other factors that may unavoidably inhibit the experience provided.
13. Fishing experience with Michael Guest is not guaranteed and is subject to Michael Guest’s schedule and goodwill on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that the experience with Michael Guest cannot be offered for any reason.
14. Should the winner and other guest live outside of NSW, the Promoter will organise and monetarily compensate for the following, valued at \$900:
  - a. Two return economy airfares from winner’s nearest capital city to Newcastle, NSW

- b. Two (2) nights accommodation at Best Western Plus Apollo International, Charlestown, NSW (or cost comparable accommodation)
- c. Transportation from accommodation to fishing experience
- d. Transportation from fishing experience to accommodation

For clarity, in the event a winner of the Major Prize resides in NSW, flights, accommodation and airport transfers will not form part of the Major Prize and this element will be forfeited and will not be awarded as cash. Unless expenses are expressly stated in these terms and conditions to be expenses which are part of the Major Prize, all other expenses incurred by the winner and their guest will not be included, such as all meals, insurance and any applicable insurance excesses, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs are not included.

15. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Major Prize. Major Prize is subject to the standard terms and conditions of individual prize and service providers. The winner and their guest must travel together, including travelling on the same flights and staying in the same accommodation (where applicable). For clarity, the winner's guest must be over the age of 18 years old.

**General:**

16. In the event that the Major Prize remains unclaimed as at 10:00am AEST on Wednesday May 31, 2023, the Promoter will conduct an unclaimed prize draw at the same place as the original draw, on Thursday June 1, 2023 at 10:00am, subject to any directions from a regulatory authority. Winner (if any) will be notified by phone and/or in writing by email, and the winner's name, if any, will be published on the Valvoline Australia website ([valvoline.com/en-au/media-room/](http://valvoline.com/en-au/media-room/)) and social media sites including Facebook and Twitter from Wednesday June 7, 2023.
17. Subject to the unclaimed prize draw clause (clause 16 above), if for any reason the winner does not take / redeem the Major Prize (or an element of the Major Prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. If the Major Prize (or any part of Major Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Major Prize (or that part of the Major Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is up to \$4,652.93.
20. All entries are subject to verification check by the Promoter and Administrator. The Promoter and Administrator reserve the right, at any time, to verify the validity of all entries and entrants (including an entrant's Supercheap Auto Club or Trade membership, identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

21. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
22. The Promoter's decision is final, and no correspondence will be entered into.
23. Incomplete, indecipherable, or illegible entries will be invalid.
24. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
25. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. The Administrator collects entrants' personal information for the purpose of assisting the Promoter to conduct the promotion. When the draw has taken place, the Administrator will contact the winner to inform them of the result and seek the winner's consent to disclose the winner's contact details to the Promoter and other third parties (including the promotion supplier, Michael Guest), in order to fulfill the Major Prize. If a winner does not agree to have their personal information shared (including, but not limited to being shared with the Promoter and/or third parties for the purpose of fulfilling the Major Prize), the winner will forfeit the Major Prize. A request to access, update, or correct any information should be directed to the Administrator at their address set out below. Administrator's privacy policy can be viewed at <https://www.supercheapauto.com.au/customer-service/privacy-policy.html>. The Promoter's privacy policy is available at: <https://www.valvoline.com/en-au/privacy-policy>.
27. 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.
28. Where applicable, any cost associated with accessing the Supercheap Auto website (<https://www.supercheapauto.com.au/>) using their Supercheap Auto Club or Trade membership application is the Entrant's responsibility and is dependent on the Internet service provider user.
29. As a condition of entering the promotion, entrants consent to the Promoter using their name, likeness, image, and/or voice (including but not limited to 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.

30. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) 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.
31. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 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 variation in offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant; or (f) use of a prize.
32. The Major Prize must be taken as stated and no compensation will be payable if the winner is unable to use the Major Prize (or part of the Major Prize) as stated. The Major Prize is not transferable to another person (unless agreed by the Promoter) or exchangeable for other goods and services and cannot be redeemed as cash. Any element of the Major Prize that is unused will be forfeited and no compensation will be paid in lieu of that element of the Major Prize.
33. As a condition of accepting the Major Prize, the winner shall sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
34. The winner will agree to use the Major Prize (including all parts of the Major Prize) as specified in the operating instructions delivered with each prize.
35. Any of the component prizes that require use of electrical power, will require to provide that electrical power at their own expense.
36. The promoter reserves the right to changing, modifying or suspending the promotion subject to relevant State and Territory regulations.
37. The Promoter is Valvoline (Australia) Pty Ltd, ABN 86 000 446 855, Suite 603, Level 6, 2 Burbank Place, Baulkham Hills, NSW 2153. Telephone: 02 8603 2300 ("Promoter") and Super Cheap Auto Pty Ltd., ACN 085 395 124 of 6 Coulthards Ave, Strathpine QLD 4500, Australia ("Administrator"),

ACT TP22/02403.