

Super Cheap Auto Pty Ltd

Castrol Monaco Promotion Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia and New Zealand who are/become a Club Plus and/or Trade Direct customer and can take the prize between Tuesday 19th May 2020 and Wednesday 27th May 2020 (inclusive). However, employees and their immediate families of Super Retail Group Pty Ltd, Super Cheap Auto Pty Ltd, BP Australia Pty Ltd and BP Oil New Zealand Limited, Engaged Australia, and their associated agencies and companies are not eligible to enter.
3. If an entrant is under 18, they must get approval from their parent/guardian before entry and if they will be under 18 years of age on the date the prize is awarded, the prize will be awarded to the winner's parent/guardian. By approving an entrant's participation or by accepting any prize on a winner's behalf, their parent/guardian accepts these conditions.
4. Membership of the Club Plus and/or Trade Direct programs (and, consequently, participation in this promotion) is subject to the terms and conditions that apply to each program, available at www.supercheapauto.com.au/customer-service/terms-conditions (for Australia) and <https://www.supercheapauto.co.nz/customer-service/terms-conditions.html> (for New Zealand), as amended from time to time.
5. The promotion commences on Wednesday 19th February 2020 at 00:01 (AEDT) and concludes on Sunday 5th April 2020 at 23:59 (AEST), which is Wednesday 19th February 2020 at 02:01 (NZDT) to Monday 6th April 2020 at 01:59 (NZST) ("**Promotional Period**").
6. The promotion will be advertised at www.supercheapauto.com.au, www.supercheapauto.co.nz, (each, a "**Website**") as well as in Super Cheap Auto catalogues, in-store, Facebook and via e-mail.
7. To enter, participants must purchase any two (2) or more Castrol products (excluding any special orders or product returns) in one transaction ("**Qualifying Purchase**") from any Supercheap Auto store in Australia, New Zealand or online at the Website as relevant to their country of residence.
8. Entry is automatic when a participant makes a Qualifying Purchase:
 - a. in a Supercheap Auto store and has their Club Plus or Trade Direct membership card scanned at time of purchase; or
 - b. on a Website when logged in with their Club Plus or Trade Direct membership details.
9. Multiple entries are permitted, however only one (1) entry will be recorded for each transaction when two (2) or more Castrol products are purchased.
10. 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 draw date and time. The Promoter takes no responsibility for being unable to contact an entrant if the entrant has not updated their Club Plus or Trade Direct Account contact details.
11. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address, proof of right to travel to any overseas location specified and/or proof of entry validity (including store receipt for purchase requirement) in order to claim a prize. Proof of identification, residency, right to travel 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. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

12. 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. The Promoter may disqualify any entrant who:
 - a. tampers with the entry process,
 - b. submits an entry that is not in accordance with these Terms & Conditions;
 - c. has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive, or disruptive;
 - d. has breached any law;
 - e. may jeopardise the fair and proper conduct of the promotion;
 - f. damages the goodwill or reputation of the promotion, the Promoter, prize suppliers or any of its related entities or of the agencies or companies associated with this promotion; or
 - g. behaved in a way that is otherwise inappropriate.

This includes, but is 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.

13. Entries must be received by 23:59 (AEST) on Sunday 5th April 2020, which is 01:59 (NZST) on Monday 6th April 2020. The time of entry will in each case be the time the data is received by the Promoter'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. Entrants are responsible for their own costs associated with entering.
14. Each valid entrant who has entered the promotion 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. The draw will take place at Level 8, 56 Clarence Street, Sydney NSW 2000 on Thursday 9th April 2020 at 13:00 (AEST), which is 15:00 (NZST).
15. The winner will be notified within two (2) days of the draw via phone call and email. The winner will have their details published in the Public Notices section of The Australian newspaper on Thursday, 16th April 2020.
16. The prize will be awarded to the person named in the winning entry. However, in the event of a dispute as to the name of the person who has the winning entry, the prize will be awarded to the account holder of the Club Plus or Trade Direct Card.
17. The winner must claim their prize by Wednesday 22nd April at 13:00 (AEST), which is 15:00 (NZST).
18. An unclaimed prize draw will take place at Level 8, 56 Clarence Street, Sydney NSW 2000 on Thursday 23rd April 2020 at 11:00 (AEST), which is 13:00 (NZST). The winner will be notified within two (2) days of the draw via phone call and email. The winner will have their details published in the Public Notices section of The Australian newspaper on Thursday 30th April 2020.

19. There is one major prize to be won. The prize is a trip to Nice, France, for the winner and 3 companions between Tuesday 19th May 2020 and Wednesday 27th May 2020 (inclusive) and consists of:

- a. Return Economy Class Airfares (including airfare taxes) for four (4) people from Australia or New Zealand (as relevant to the winner's country of residence) to Nice, France from their nearest Australian capital city (i.e. Brisbane, Hobart, Sydney, Canberra, Melbourne, Adelaide, Perth, Darwin) or New Zealand major city (either Auckland, Wellington or Christchurch) and private return transfers between Nice airport and the accommodation. For the avoidance of doubt, the departure date for travel is Tuesday 19th May 2020 and the return date is Tuesday 26th May 2020, arriving back in Australia/New Zealand on Wednesday 27th May 2020.
- b. 6 nights' twin share accommodation in a minimum 4 star hotel (as determined by the Promoter) in Nice;
- c. a meet and greet with Daniel Ricciardo;
- d. Two sightseeing activities in Nice, as determined by the Promoter;
- e. AUD \$8,000 (approx. NZD \$8345]) spending money for the winner, intended for:
 - i. Food and Beverages;
 - ii. Incidentals;
 - iii. Transport to the Monaco; and
 - iv. Other costs at the winner's discretion.

For the avoidance of doubt, the prize does not include:

- a. Incidentals beyond the supplied AUD \$8,000 (approx. NZD \$8345]) spending money;
- b. Regional flights in Australia or New Zealand;
- c. Transfers from the winner/companions residence and the airport in their nearest Australian capital city or New Zealand major city as relevant to their country of residence (see paragraph 19(a) above) ; or
- d. Increase in taxes and airfares after booking the prize.

By accepting or participating in any prize, the winner's companions accept these Terms and Conditions.

20. Total major prize value is AUD \$49,000 / approx. NZD \$51,323.

21. The winner and their companions are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location/s. The winner must keep their tickets safe and the Promoter will not replace lost or stolen tickets.

22. The Promoter is not responsible for any dispute between the winner and any person with whom they choose to, or choose not to, share the prize.

23. The prize is must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including:

- a. booking and availability of flights, accommodation and events;
- b. conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
- c. conditions of ticket validity and any restrictions on ticket on-sale or transfer;
- d. travel dates;
- e. a requirement that all persons taking the prize must leave and return from the same airport on the same flights;

- f. any additional fees (payable by winner and/or their companions) relating to changes made by winner and/or their companions to the prize after it has been booked; and
 - g. a requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.
- 24. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
- 25. Accommodation is subject to availability at time of booking. If the winner wishes to upgrade any rooms, this will be at their own expense.
- 26. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
- 27. It is the winner's personal responsibility to ensure that they and their companions have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner/companion as relevant. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smartraveller.gov.au and the New Zealand Ministry of Foreign Affairs and Trade at www.safetravel.govt.nz.
- 28. If the winner or their companion/s, in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter, prize suppliers or any of its related entities or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict the winner and/or their companion/s from participating in any elements of the prize, at its discretion.
- 29. The winner is responsible for their companions and the Promoter may disqualify all entries from, and prohibit further participation in this promotion by, the winner or any or all of their companions if they breach these conditions, whether or not legally bound by them.
- 30. The Promoter and prize suppliers accept no responsibility of the activities included in the prize are abandoned, postponed or cancelled due to any reason outside of the Promoter's reasonable control. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered or cancelled prize element. Activity providers have the right to refuse participation or entry due to not adhering to their individual terms and conditions of participation. In that case, the winner/their companions forfeit their entitlement to that event/activity.
- 31. While the Promoter will make all reasonable efforts to ensure the participation of Daniel Ricciardo in the prize, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason Daniel Ricciardo does not attend the relevant prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered or cancelled prize element.
- 32. Prizes are not transferable or exchangeable and cannot be taken as cash. Without limiting any other term of these Terms and Conditions, the prize (and element of the prize) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The actual NZD prize value reflects the AUD to NZD exchange rate on the date of awarding the prize. The Promoter is not responsible for any change in prize value.

33. If for any reason a winner is unable to accept the prize as stated, the winner will forfeit the prize and no compensation will be given in lieu. If the prize or any part of a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize or part of the prize with a prize of the equal value and/or specification, subject to any necessary approval by the relevant gaming authorities.
34. By accepting the prize, the winner and their companions agree 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.
35. In consideration for 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 prize ("**Works**"). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use. The winner and its companions agree to irrevocably and unconditionally waive any and all moral rights they have, or may accrue, in relation to any Works.
36. 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. The winner and its companions agree to irrevocably and unconditionally waive any and all moral rights they have, or may accrue, in relation to any such advertising.
37. The Promoter is not responsible for any tax implications arising from winning the prize. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. If for GST purposes this promotion results in any supply being made for non-monetary consideration, the winner must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
38. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the promotion result.
39. It is a condition of accepting the prize that the winner and their companions must comply with all the conditions of use of the prize and the prize supplier's requirements.
40. It is a condition of accepting the prize that the winner and their companions may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
41. 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 promotion 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 promotion and recommence it from the start on the same conditions, subject to any necessary approval by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.
42. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth) and the *New Zealand Consumer Guarantees Act 1993*.
43. Subject to the previous paragraph, the Promoter, prize suppliers and the agencies and companies associated with this promotion 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, illness or death suffered or sustained in connection with the prize except for any liability which cannot be excluded by law.

44. The Promoter, prize suppliers and the agencies and companies associated with this promotion are 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 promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this promotion 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.
45. 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.
46. The Promoter, Engaged Australia, 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.
47. The Promoter collects each entrant's personal information in order to conduct the promotion 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 or New Zealand regulatory authorities. Entry is conditional on the entrant providing the information required by the Promoter. Further, by entering this promotion, each entrant consents to the information they submit being entered into a database and the Promoter may use this information in any media for promotional, marketing and publicity purposes connected to this promotion without any further reference or payment or other compensation to the entrant. The Promoter's Privacy Policy is available at <https://www.supercheapauto.com.au/customer-service/privacy-policy.html>.
48. Entrants' personal information may be disclosed to the relevant Australian and New Zealand 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.
49. The promoter ("**Promoter**") is Super Cheap Auto Pty Ltd, (ABN: 64 085 395 124) of 6 Coulthards Ave, Strathpine, QLD 4500.
50. Authorised under permit numbers: NSW LTPS/19/41171, ACT TP 20/00005, SA T19/2203