

Supercheap Auto NPS Competition (the “Competition”)

This is a “Game of Chance”

Competition Terms and Conditions

1. General
 - 1.1. The Promoter is Super Cheap Auto Pty Ltd of 6 Coulthards Avenue, Strathpine, QLD 4500 (the “Headquarters”).
 - 1.2. Entry into the Competition is deemed acceptance of these terms and conditions.
 - 1.3. The Competition commences on 12:00AM (AEST) 1 December 2020 and closes on 11:59PM AEST 28 February 2021 (“Promotional Period”). All entries must be received by the Promoter within the Promotional Period.

2. Entry Requirements
 - 2.1. Employees of the Promoter and the related bodies corporate of the Promoter, and their immediate families are ineligible to enter.
 - 2.2. Entry is only open to Australian residents aged 18 years or over.
 - 2.3. Entry is only open to Australian residents who are children up to and including the age of 16 years and the guardian and/or parent of the child is deemed to have agreed to the terms and conditions set out herein on behalf of the child and in their personal capacity as guardian or parent of the child.
 - 2.4. Entry is open to Australian residents aged 18 years and over (“Entrants”).
 - 2.5. To enter the Promotion, Entrants must:
 - 2.5.1. scan the QR code on their personal device (e.g. mobile phone / tablet) located at one of the following Promoter stores:
 - 2.5.1.1. Supercheap Auto Bacchus March VIC (210 Main Street, Bacchus March VIC 3340);
 - 2.5.1.2. Supercheap Auto Ballarat VIC (333 Gillies Street, Ballarat VIC 3350);
 - 2.5.1.3. Supercheap Auto Cockburn WA (49-67 Armadale Road, Jandakot WA 6164);
 - 2.5.1.4. Supercheap Auto Rockingham WA (6 Commodore Drive, Rockingham WA 6168); and
 - 2.5.1.5. Supercheap Auto Werribee VIC (Werribee Plaza Shopping Centre, Werribee VIC 3030), (“Promotion Stores”)
 - 2.5.2. register their details including (but not limited to) first name, last name, email address;
 - 2.5.3. complete the survey regarding their experience in the Promotion Store; and
 - 2.5.4. agree to these terms and conditions.
 - 2.6. There is a limit of one entry per person for the duration of the Promotion Period.
 - 2.7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter.
 - 2.8. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupt or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise. The Promoter has no control over communications networks or services, the internet or computer or telephone networks and accepts no responsibility for any problems associated with them. Any form of automated entry using any device or software is invalid.

3. The Prize.
 - 3.1. The Prizes are 3 x \$100 Supercheap Auto Gift Cards:
 - 3.2. Average total prize value is \$300 AUD (including GST). The prize is not exchangeable and cannot be taken as cash.
 - 3.3. The Promoter makes no representation as to the safety, conditions or other issues that may exist in relation to any part of the prize.
 - 3.4. The cost of flights, transfers or any other transport to and from the meeting point for the start of the course is excluded, and the winner and their companion (if applicable):

- 3.4.1. must organise his or her own arrangements with respect to carriage, accommodation, transfers, taxes or other associated requirements. The Promoter will not organize or book any component on the winner's behalf and accepts no responsibility for these components. The winner will choose his or her own travel and accommodation providers;
- 3.4.2. must ensure that they 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 (including transit). 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;
- 3.4.3. must arrange (at their own expense) comprehensive travel and medical insurance cover for the full duration of their prize trip (including cover for participating in any activity forming part of the prize);
- 3.4.4. are responsible for all other expenses not included with the prize and unless the following are included in the prize, the winner and their companion (if applicable) are liable for their spending money, meals, drinks, transfers, laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs;
- 3.4.5. must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure;
- 3.4.6. acknowledge and agree that:
 - 3.4.6.1. the air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos, and the flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule;
 - 3.4.6.2. Frequent Flyer points (and other frequent flyer schemes) are not available from any airline and do not form part of the prize;
 - 3.4.6.3. a credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges; and
 - 3.4.6.4. where accommodation is included with the prize, once accommodation vouchers are issued they are non-changeable.
- 3.5. Comprehensive insurance (including car insurance), additional options and all ancillary costs (including travel to and from the dealership) are the responsibility of the winner. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.

4. Winning Entry/ies and Notification

4.1. The Promoter will select one (1) winning entry every month during the Promotional Period.

4.2. The winning entry will be randomly drawn at the Promoters Headquarters as follows:

Draw period		Drawn Date	Winner Publication
Date/ Time AEST	Date/Time AEST		
01/12/2020 00:01	31/12/2020 23:59	08/01/2021 13:00	10/01/2021
01/01/2021 00:01	31/01/2021 23:59	05/02/2021 13:00	07/02/2021
01/02/2021 00:01	28/02/2021 23:59	05/03/2021 13:00	07/03/2021

4.3. The Promoter will notify the winner(s) in writing or by any other means the Promoter deems appropriate, including without limitation, email, website, newspaper, catalogue etc.

4.4. If the winner fails to claim and collect the prize within seven (7) days of being notified or the winner's entry is deemed invalid by the Promoter, the winner is deemed to have forfeited and abandoned the prize. The Promoter will select an alternate winner at the Promoters Headquarters as follows (if applicable):

Draw period	Drawn Date	Alternative winner Draw Date/Time
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Date/ Time AEST	Date/Time AEST		
01/12/2020 00:01	31/12/2020 23:59	08/01/2021 13:00	29/01/2021 11:00
01/01/2021 00:01	31/01/2021 23:59	05/02/2021 13:00	26/02/2021 11:00
01/02/2021 00:01	28/02/2021 23:59	05/03/2021 13:00	26/03/2021 11:00

- 4.5. The Promoter will promptly notify the alternate winner by phone or in writing. If the alternate winner fails to claim and collect the prize within seven (7) days after the Promoter has contacted the alternate winner or the winner's entry is deemed invalid by the Promoter, the winner is deemed to have forfeited and abandoned the prize. The Promoter is not required to select another winner.
- 4.6. If any prize is unavailable or otherwise unable to be supplied, the Promoter may substitute the prize with a prize of equal value, subject to any directions from a regulatory authority.

5. General Conditions

- 5.1. The Promoter reserves the right to verify the validity of entries and the identity Entrants/winner(s), and to disqualify any Entrant/winner which in the opinion of the Promoter, submits an entry that is contrary to these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage is not a waiver of those rights.
- 5.2. Except for any liability that cannot be excluded by law, the Promoter and its related bodies corporate (including its officers, employees and agents) excludes all liability for any personal injury, death, loss and damage; whether direct, indirect, special or consequential, arising in any way out of the Competition and/or the prize(s), including but not limited to any liability arising from any technical difficulties or equipment malfunction; any reason beyond the Promoter's reasonable control; any variation of the prize value; any tax liability incurred by the winner or Entrant; or redemption or use of a prize.
- 5.3. If the Competition is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter is entitled to, the fullest extent permitted by law: disqualify any Entrant; or subject to any direction from a regulatory authority, to modify, suspend, terminate or cancel the Competition.
- 5.4. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties or to its related companies and if required, to the Australian regulatory authorities. Entry is conditional on providing this information.
- 5.5. By submitting an entry:
- 5.5.1. you warrant and agree that:
- 5.5.1.1. all your entries become the property of the Promoter;
- 5.5.1.2. the entry does not infringe the intellectual property rights or moral rights of any third party;
- 5.5.1.3. the all the drawings, photographs, videos and/or recordings, descriptions, texts, comments you have submitted as your entry for the Competition ("IP") are your own original work and the IP will not infringe the intellectual property rights of any other person or parties;
- 5.5.1.4. you will forgo any rights you have in relation to the IP, and assign all rights, titles, interest, intellectual property rights in the entries and/or IP to the Promoter;
- 5.5.1.5. the Promoter may use, reproduce and publish the IP for any purpose, in perpetuity and throughout the world and the entrant will not be entitled to any fee or payment for such use;
- 5.5.1.6. you indemnify and keep the Promoter indemnified against all liability the Promoter incurs of and incidental to any claim by any third parties against the Promoter for the infringement of the third parties' intellectual property rights; and
- 5.5.1.7. the IP has not been digitally altered or manipulated in anyway;
- 5.5.2. entrants expressly consent to the Promoter using:

- 5.5.2.1. the entrant's entry (either in part or in full), name, likeness, image and/or voice to be reproduced and/or published in any medium for an unlimited period without remuneration for the purpose of promoting this Competition, the Promoter's business, and any products manufactured, distributed and/or supplied by the Promoter; and
 - 5.5.2.2. their personal information for promotional, marketing, publicity, research, and profiling purposes, including sending electronic messages or telephoning the entrant. Personal information will only be used in accordance with the Promoter's privacy policy (<https://www.supercheapauto.com.au/customer-service/privacy-policy.html>).
- 5.6. The Promoter will endeavour to provide the entrant with an option to opt out of receipt of such communications every time the Promoter contacts the entrant. Entrants should direct any request to access, update or correct information to the Promoter.