

# **SUPERCHEAP AUTO 'The Super Buys Esky COMPETITION'**

**This is a "Game of Chance"**

## **Competition Terms and Conditions**

### 1. General

1.1. The Promoter is Supercheap Auto Pty Ltd A.C.N. 085 395 124 of 6 Coulthards Ave, Strathpine QLD 4500 (the "Headquarters").

1.2. Entry into the Competition is deemed acceptance of these terms and conditions.

1.3. This is a game of skill. Chance plays no part in determining the winner. The winner will be selected by the Promoter's panel of judges based on the appeal and creativity of the entry submitted. The judges' decision is final.

1.4. The Competition commences on the 12<sup>th</sup> of March 2020 (AEST) and closes on the 17<sup>th</sup> March 2020 at 3pm (AEST) ("Promotional Period"). All entries must be received by the Promoter within the Promotional Period.

1.5 The competition is in no way sponsored, endorsed or administered by, or associated with, Facebook.

### 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 open to all Australian residents aged 18 years and over.

2.3. To enter you must follow @supercheap\_auto & @superbuys\_sca Instagram pages

2.3.a Entrants can only enter in their own individual capacity and from a social media account which they hold in their own name. Entering under a false name/s may invalidate all entries. Multiple entries under different names may also invalidate all entries at the Promoter's discretion. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the competition is prohibited and may render all entries submitted by that individual invalid.

2.4. Entrants must like and tag a friend on our giveaway post on @superbuys\_sca

### 3. The Prize

3.1 The prize includes the following;

3.1.a 1x 55L Koolmate 12V Fridge Freezer.

3.2 RRP of 55L Koolmate 12V Fridge Freezer is \$399 AUD

### 4. Winning Entry and Notification

4.1. The 5 winners will be randomly chosen (electronically)

4.1.a The 5 Winners must follow both @supercheap\_auto & @superbuys\_sca to be eligible

4.2.b The 5 winners must have liked and tagged a friend on our giveaway post on @superbuys\_sca

4.1.c. The 5 winners will be announced on the 12<sup>th</sup> February 2021 at the Promoter's Headquarters.

4.1.d. Each prize winner will receive a private message (to their Instagram account) from the Promoter confirming that they are a winner, and including instructions which they must follow in order to verify their entry and claim their prize.

4.2. The Promoters will notify the winners by responding to their winning post within 2 business days.

4.3. If the winners fail to claim the prize within fourteen (14) 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 on the 26<sup>th</sup> of February 2021 thereafter at the Promoter's Headquarters. The Promoter will promptly notify the alternate winner by responding to their winning post. If the alternate winner fails to claim the prize within fourteen (14) days after the Promoter has contacted the alternate winner or the alternate winner's entry is deemed invalid by the Promoter, the alternate winner is deemed to have forfeited and abandoned the prize. The Promoter is not required to select another winner.

4.4. 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. Prize(s) cannot be transferred, exchanged, or redeemed for cash.

5.2. The Promoter is entitled to verify the validity of entries and the identity entrants/winner(s), and to disqualify any entrant/winner who 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.

5.3. Incomplete, indecipherable or illegible entries will be deemed invalid.

5.4. Any form of automated entry using any other devices or software will be deemed to be invalid. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these terms and conditions.

5.5. Except for any liability that cannot be excluded by law, the Promoter (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.

5.6. 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.

5.7. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties and if required, to the Australian regulatory authorities. Entry is conditional on providing this information.

5.8. By submitting an entry you warrant and agree that:

5.8.a. All your entries become the property of the Promoter;

5.8.b. 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;

5.8.c. 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;

5.8.d. 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;

5.8.e. 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

5.8.f. The IP has not been digitally altered or manipulated in anyway;

5.9. Entrants expressly consent to the Promoter using:

5.9.a. 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

5.9.b. 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

5.10. 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.