Super Cheap Auto Pty Ltd Win a Ranger promotion Terms and Conditions

- 1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 2. Entry is open to all residents of Australia and New Zealand who meet the criteria as per clause 5 and 6. However, employees and their immediate families of Super Retail Group Services Pty Ltd, Super Cheap Auto Pty Ltd, Engage Australia Pty Ltd, and their associated agencies and companies are not eligible to enter.
- 3. The competition commences on Wednesday 18th September 2019 at 00:01 (AEDT) and concludes on Sunday 13th October 2019 at 23:59 (AEDT) ("**Promotional Period**").
- The competition will be advertised at <u>www.supercheapauto.com.au</u>, <u>www.supercheapauto.co.nz</u>, as well as on TV, in catalogue, in-store, Facebook and via email.
- 5. To be eligible to enter participants must purchase any products from the following participating brands; Castrol, Nulon, Gulf Western, Penrite, Ryco, Bosch, Bendix and Gates, from any participating Supercheap Auto stores in Australia and New Zealand or online at www.supercheapauto.com.au or www.supercheapauto.co.nz.
- 6. Eligible for Club Plus and/or Auto Trade Direct customers only. Entry is automatic when customer makes the qualifying purchase in a Supercheap Auto store and have their Club Plus or Auto Trade Direct membership card scanned at time of purchase, or makes a qualifying purchase at Supercheap Auto online when logged in with their club plus or Auto Trade Direct card member details.
- 7. Customers can sign up to become a Club Plus and/or Auto Trade Direct customer prior to or in the same transaction to be eligible to enter this promotion.
- 8. Multiple entries permitted, subject to the following: (a) only one entry permitted for every receipt transaction.
- 9. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to update their Club Plus or Auto Trade Direct Account contact details prior to the promotions draw date and time.
- 10. The Promoter reserves the right to request winners to provide proof of identity; proof of residency at the nominated prize delivery address and/or proof of entry validity (including store receipt for purchase requirement) in order to claim a prize. Proof of identification, residency 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.
- 11. 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, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter. This includes, but 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.

- 12. Entries must be received by 23:59 (AEDT) on Sunday 13th October 2019. 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.
- 13. There is one major prize to be won. Prize consist of a brand new Automatic Ranger 4X4 PU XLT Double 3.2L TDCI ICE Feature Pack 3 in Shadow Black paint and a towball. This includes all compulsory insurances and on road costs. The Ranger will be customised by Tickford with the following;
 - a. Tickford flares, accommodating black 20 x 9 inch Tickford Ranger wheels wrapped in BF Goodrich all-terrain tyres.
 - b. Signature Tickford grille insert and tailgate badge
 - c. Tickford side steps and black sports bar
 - d. Electric, remote operated roller (tonneau) cover
 - e. Matching front and rear light surrounds.
 - f. Tickford performance tune and side exit exhaust
 - g. Leather interior trim
 - h. Dark window tinting
- 14. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.
- 15. Total prize value is up to AUD \$70,099.50.
- 16. Prizes cannot be transferred and cannot be redeemed for cash.
- 17. If the winner is under the age of 18 as at the date of the draw, an adult must accompany the minor in the participation of the prize.
- 18. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
- 19. Once the prize has left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
- 20. By accepting the prize, the winner agrees 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.
- 21. 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.
- 22. 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.
- 23. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 24. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

- 25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 26. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian on the winner's behalf.
- 27. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One valid entrant will be drawn at random to become the winner. The draw will take place at Engage Australia, Level 8, 56 Clarence Street, Sydney NSW 2000, Monday 28th October 2019 at 11:00 (AEDT). The draw and the announcement of the prize winners will be scrutinised by an independent person (where "independent person has the meaning given in the Lotteries and Art Unions Regulation 2014 (Cth).
- 28. The winners will be notified within 2 days of the draw. The winners will be notified of their prize in writing. The winner will have their details published in the Public Notices section of The Australian newspaper on Monday 11th November 2019
- 29. The prize will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the Club Plus or Auto Trade Direct Card.
- 30. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Engage Australia, Level 8, 56 Clarence Street, Sydney NSW 2000 on Tuesday 21st January 2020 at 11:00 AEDT. The winner will be notified within 2 days of the draw. The winner will be notified of their prize in writing will have their details published in the Public Notices section of The Australian newspaper on Tuesday 4th February 2020.
- 31. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- 32. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 33. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 34. 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 competition 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 competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- 35. The Promoter 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 suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is 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 competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition 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.
- 36. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other

compensation from such an offender are reserved.

- 37. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <u>http://www.facebook.com/terms.php</u>
- 38. This promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: <u>http://www.facebook.com/promotions_guidelines.php</u>
- 39. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes of running this promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
- 40. All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this promotion.
- 41. The Promoter, Engage Australia Pty Ltd, 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.
- 42. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
- 43. The Promoter collects each entrant's personal information in order to conduct the Competition 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 regulatory authorities. Entry is conditional on the entrant providing the information required by the Promoter. Further, by entering this Competition, each entrant consents to the information they submit being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant
- 44. Entrants' personal information may be disclosed to State and Territory 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.
- 45. The promoter ("Promoter") shall (as applicable) be Super Cheap Auto Pty Ltd, (ABN: 64 085 395 124) of 751 Gympie Road, Lawnton, QLD, 4501.

Authorised under permit: NSW: LTPS/19/3632, ACT: TP 19/03774, SA: T19/1180