Supercheap Auto x Ghostbusters Frozen Empire Promotion Terms & Conditions ("Conditions of Entry")

Schedule					
Promotion:	Supercheap Auto x Ghostbusters Frozen Empire Promotion				
Promoter:	Super Cheap Auto Pty Ltd ABN 64 085 395 124, 6 Coulthards Avenue, Strathpine, QLD 4500, Australia. Ph: 1300 175 010				
	For any inquiries regarding this Promotion, please contact the Promoter at customercare@supercheapauto.com.au or on 1300 175 010.				
Promotional	Start date: 29/02/24 at 12:01 am AEDT				
Period:	End date: 31/03/24 at 11:59 pm AEDT				
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over who hold a Supercheap Auto Club account.				
	To be eligible, the Supercheap Auto Club member must have a valid email address and be 'opt in' to receive marketing material from Supercheap Auto for the duration of the Promotion. If the club member joins the program during the Promotion they will be eligible if they provide a valid email address and are 'opt in' to receive marketing material from Supercheap Auto for the remaining duration of the Promotion				
	If you do not wish to participate in this promotion, please contact Supercheap Auto (AU:				
How to	<u>www.supercheapauto/contactus</u>) by 31/03/2024 to be removed from the promotion. To enter the Promotion, the entrant must complete the following steps during the Promotional Period:				
Enter:	 spend at least \$60 in one (1) transaction on any goods or services (excludes in-store special order deposits, charity donations, tyres, laybys and gift card purchases) from any Supercheap Auto store within Australia or online at https://www.supercheapauto.com.au/ ("Participating Venues"); and use their Supercheap Auto Club membership in store at checkout (for in-store purchases) or be signed in to their Supercheap Auto Club account (for online purchases). 				
	Entries will be automatically recorded upon purchase. Entrants must have opted in to receiving marketing and communications from the Promoter at the time of the draw in order to be eligible for a prize.				
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Entrants will receive (1) entry for every \$60 spent in a single transaction during the Promotional Period. By completing the entry method, the entrant will receive one (1) entry.				
Total Prize Pool:	Up to AUD \$7,250.00				

Prize Description	Number of this prize	Value (per prize)	Winning Method
Prize: The prize is a trip to Bangkok, Thailand for the winner and a friend which includes: • return economy class flights for 2 people from the winner's nearest capital city to Bangkok; • return private transfers from airport to accommodation for 2 people; • 3 nights' four-star twin share (or similar) accommodation for 2 people; • return private transfers from accommodation to Columbia Pictures Aquaverse waterpark for 2	1	Up to AUD\$7,250.00 depending on date and exact point of departure	Draw: computerised random selection - 17/04/24 at 12:00 pm AEST
Pictures Aquaverse waterpark for 2 people;			

- 2 x 4-day admission tickets to Columbia Pictures Aquaverse, Thailand with unlimited access to all attractions (including the ghostbusters ride); a VIP private cabana at Columbia Pictures Aquaverse waterpark for 2 people; comprehensive food and beverage service throughout their visit at the Columbia Pictures Aquaverse waterpark for 2 people; full access to amenities (e.g. towels
- and lockers) for 2 people;
- 2 x special goodie bags which includes a unique rashguard (1 size only);
- 2 x admission tickets to the Pattaya Floating Market; and
- AUD\$500 spending money (for the winner only).

Prize **Conditions:**

General Prize Conditions:

- Travel must be taken by 10/12/24. If the winner is unavailable or unwilling to travel by the aforementioned date required by the Promoter, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu.
- Travel must be booked 60 days prior to travel date.
- Travel itinerary will be determined by the Promoter's travel agency in its absolute discretion.
- Prize is subject to the standard terms and conditions of individual prize and service providers.
- The winner and his/her travel companion must depart from and return to the same departure point and travel together.
- Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- The prize is subject to booking and flight availability.
- The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
- Frequent flyer points will not be awarded and do not form part of the prize.
- Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.
- The Promoter's travel agency will contact the winner in order to book travel.
- The winner may be required to present their credit card at check in.
- During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
- The \$500 spending money will be paid by direct deposit to the winner's nominated Australian bank account in their name. The winner must provide their Australian bank account details to the Promoter in order for the prize to be awarded.
- Any alterations to confirmed flights and/or accommodation details will be at the expense of the winner. Once the prize has been arranged, any changes to the travel, flights, accommodation or scheduling arrangements are at the expense of the winner and/or their travelling companion.
- All components of the prize must be fulfilled at the same time and they cannot be split across different time periods.

- Any changes by the winner made to the specified prize package (including travel extensions, additional
 guests, etc.) will be subject to an administration fee of \$250 excluding GST, which must be settled in full
 prior to booking confirmation.
- Flights are economy class and may be indirect. The airline's 'Conditions of Carriage' apply to all flights.
- Airline, flight route and dates of travel are subject to the Promoter's absolute and final decision.
- In the event the winner wishes to invite other guest(s) with them to take part of the prize, the winner must inform the Promoter's travel agency prior to booking confirmation. Any costs associated with the additional guest(s) (accommodation, activities, spending money, meals, additional flights, additional tickets, etc.) must be covered by the winner. The winner is responsible for making any arrangements required in relation to their additional guest(s).

Tickets Prize Conditions:

- Tickets are non-transferable (i.e. no name changes allowed).
- Once tickets are issued, they are non-endorsable and non-transferable. Individual supplier terms and conditions apply.

Winner notification:

The winner will be notified by using the contact details on file with the Promoter, includes in writing, within seven (7) days of the draw. The winner will be published on the Supercheap Auto website by 26/04/24.

Unclaimed Prizes:

Prize must be claimed by 18/06/24 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 19/06/24 at 12:00 pm AEST at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of the redraw will be notified by using the contact details on file with the Promoter, includes in writing, within seven (7) days of the redraw. The winner will be notified publicly (and their details published) on the Supercheap Auto website by 26/06/24.

If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published on the Supercheap Auto website.

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.

5. Draw:

- a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm AEST on 17/04/24 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
- b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
- c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- 6. All reasonable attempts will be made to contact the winner.

- 7. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 12. No entry fee is charged by the Promoter to enter the Promotion.
- 13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at www.supercheapauto.com.au/customer-service/privacy-policy.html. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy, see the Promoter's privacy policy for details.
- 15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
- 16. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If the travel companion is under the age of 18, a nominated parent or legal guardian of the travel companion will be required to sign the legal release on the travel companion's behalf.
- 17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid

and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

- 21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
- 22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
- 23. The winner will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 24. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
- 25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 27. Authorised under: ACT Permit No. TP 24/00250 and SA Permit No. T24/217.