

**Super Cheap Auto Pty Ltd**  
**Check It 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 who meet the criteria as per clause 5. However, employees and their immediate families of Super Retail Group Pty Ltd, Super Cheap Auto Pty Ltd, Engaged Australia, and their associated agencies and companies are not eligible to enter.
3. The competition commences on Tuesday 26<sup>th</sup> of February 2019 at 07:00 (AEST) and concludes on Tuesday 26<sup>th</sup> of February 2019 at 12:45 (AEST) ("**Promotional Period**").
4. The competition will be advertised at Martin Place, Sydney at the site of the Check It Activation.
5. To be eligible to enter participants must correctly identify the safety issues on one of the cars at the Check It Activation site on Martin Place, Sydney. To enter the competition the participants must fill in an entry form; including the details of the correct safety issues on the vehicle they inspected, their name, phone number and email address.
6. Multiple entries are not permitted
7. 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.
8. 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.
9. Eligible entries can be made up to 12:45 (AEST) on Tuesday 26<sup>th</sup> February 2019. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
10. There is one (1) prize to be won on a \$250 visa card.
11. Total prize value is AUD \$250.
12. Prizes cannot be transferred.
13. The prize will be handed over to the winner at the time of the draw if they have attended the draw, or will be posted to their address.
14. 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.

15. Once the prize has left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
16. 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.
17. In consideration of 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.
18. 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.
19. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
20. If the competition winner is under eighteen (18) years of age, the prize will be awarded to the winner's parent or legal guardian on the winner's behalf.
21. Each valid entrant who has entered the competition 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 Martin Place, Sydney NSW 2000 on, Tuesday 26<sup>th</sup> February 2019 at 13:00 (AEST).
22. The winner will be notified within two (2) days of the draw. The winner will be notified of their prize via phone call and email.
23. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at 751 Gympie Road, Lawnton QLD on **Wednesday, 29th May 2019** at 11:00 AEDT. The winner will be notified within two (2) days of the draw.
24. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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.
30. The Promoter, Super Cheap Auto 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.
31. 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.
32. 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.
33. 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.
34. 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 numbers NSW: LTPS/19/31657