

Win Your Own MCM Modified Toyota Yaris Promotion

Terms and Conditions

Promoter	Castrol Australia Pty Ltd (ABN 87 008 459 407), having its principal office at Level 17, 717 Bourke Street, Docklands VIC 3008 and Castrol New Zealand Limited (NZBN 9429049090659), having its principal office at Ground Floor, Watercare House, 73 Remuera Road, Remuera, Auckland, New Zealand 1050
Promotion Period	If you enter in Australia: 12.01am (AEST) on 27/12/2022 to 11.59pm (AEST) on 12/02/2023 If you enter in New Zealand: 12.01am (NZDT) on 27/12/2022 to 11.59pm (NZDT) on 12/02/2023.
Who can enter?	Only Australian and New Zealand residents who: (a) are aged 18 or over; and (b) are/become a member of Supercheap Auto's Club and/or Trade loyalty program. Participation in the Supercheap Auto Club and Supercheap Auto Trade loyalty program (and, consequently, participation in this promotion) is subject to the terms and conditions which apply to Supercheap Auto Club and Supercheap Auto Trade loyalty program. For Australian residents, those terms and conditions are available at www.supercheapauto.com.au/customer-service/terms-conditions.html as amended from time to time; For New Zealand residents, those terms and conditions are available at https://www.supercheapauto.co.nz/customer-service/terms-conditions.html as amended from time to time.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this promotion.
Where will the promotion run?	The promotion will run in participating Supercheap Auto stores (Stores) in Australia and New Zealand. The Stores include the online store at: <ul style="list-style-type: none">• www.supercheapauto.com.au (for Australia); and• www.supercheapauto.co.nz (for New Zealand) (each a Website).
Qualifying Purchase	Spend \$20 or more on any Castrol product/s (excluding special order products) in one transaction. Subject to the Entry Instructions below, you will receive one entry for every \$20 spent in a single Qualifying Purchase. For example, a \$60 Qualifying Purchase = 3 entries; and if you spend \$83 in one Qualifying Purchase, you will receive 4 entries. For the purposes of a Qualifying Purchase: \$20 means \$20 NZD if you are making a purchase from a New Zealand Store or Website; and \$20 means \$20 AUD if you are making a purchase from an Australian Store or Website.
Entry Instructions	To enter, you must, during the Promotion Period: (a) make a Qualifying Purchase from a Store and at the time of purchase, provide your Supercheap Auto Club or Trade card to be scanned by the cashier and collect your itemised purchase receipt, OR (b) visit a Website, make a Qualifying Purchase and at the time of purchase, enter your Supercheap Auto or Trade card membership number,

	<p>to automatically receive one entry for every \$20 spent in that Qualifying Purchase. .</p> <p>For the avoidance of doubt, special order products are excluded from this promotion and do not constitute a Qualifying Purchase. For clarity, a special order product is a product that is not stocked in store, but is available to be ordered for delivery online or in store.</p> <p>Entries will be recorded via the Supercheap Auto database and are deemed to be received at the time of receipt into the Supercheap Auto database.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>
How many winners will there be and how will they be chosen?	<p>There will be 26 winners determined in respect of this promotion; 1 major prize winner and 25 minor prizes winners.</p> <p>There will be one draw conducted where prizes will be awarded randomly.</p> <p>The draw will be held at 12pm (AEDT) (which is 2pm NZDT) on 27/02/2023 at Gadens Lawyers, Level 13, 447 Collins Street, Melbourne VIC 3000.</p> <p>The first valid entry drawn randomly from all of the entries received during the Promotion Period will win the major prize. The next 25 valid entries drawn from the remaining entries will each win a minor prize.</p> <p>The Promoter may draw additional reserve valid entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p>
What can I win?	<p>There are 26 prizes available; 1 major prize and 25 minor prizes.</p> <p>Minor prizes</p> <p>Each minor prize is a AUD\$150 (\$155 NZD) Mighty Car Mods e-Gift voucher. Any ancillary costs associated with redeeming the e-Gift voucher are not included. Redemption of the e-Gift voucher is subject to the terms and conditions associated with the e-Gift voucher located at mightycarmods.com/products/mighty-car-mods-gift-card.</p> <p>Major prize</p> <p>The major prize is a used and modified 2020 Toyota Yaris GR (1.6 Litre G16E-GTS), automatic (including all statutory and on-road costs, export/stamp duty fees (if relevant) and any applicable third party compulsory insurance) valued at up to AUD\$64,668 / NZD\$68,535. The vehicle will have less than 1000km on the odometer. The winner will be provided with a 3 month warranty for the prize (from the date of handover to the winner) and if you are an Australian entrant, a financing statement under the <i>Personal Property Security Act 2009</i> (Cth).</p> <p>All modifications will be completed by a licensed mechanic, and no modifications will be made that alter the factory warranty or roadworthiness of the vehicle. Modifications are included in the total value listed above and include the following:</p> <ul style="list-style-type: none"> - HKS Super Turbo Muffler: \$2999 - Toyota Vented Undertray: \$350 - Advan RC3 Wheels: \$799 x 4 - Michelin Pilot Sport 5: \$332 x 4 - Whiteline Front and Rear - Swaybar Kit: \$976.35 - Whiteline Wheel Nuts: \$228.84 - Whiteline Lowered Springs: \$495 - Whiteline Anti Lift Kit: \$153.52 - Lamspeed Racing oil cooler kit - Toyota GR Yaris: \$1399 - MST PERFORMANCE TOYOTA 2020+ GR YARIS 1.6L COLD AIR INTAKE SYSTEM: \$849 - Extreme Turbo Systems 5" Toyota GR Yaris Intercooler: \$1680 - ELIG TA66 Race KT111 - Toyota GR Yaris Front Brake pads: \$385

	<p>- ELIG TA67 Sports SB539 - Toyota GR Yaris Rear Brake pads: \$210</p> <p>- ELIG TA66 Titanium Front Brake Shims - Toyota GR Yaris: \$125</p> <p>- ELIG TA67 Titanium Rear Brake Shims - Toyota GR Yaris: \$99</p> <p>Goodridge Braided brake lines - GR Yaris: \$195</p> <p>The prize does not include comprehensive insurance or any accessories not specified. If you are the winner, to claim the vehicle prize you must attend either the dealership or Supercheap Auto store as nominated by the Promoter to collect it. You must provide all information and sign all documents required to allow the Promoter to register the vehicle in your name before collection. You must be able to register and operate the vehicle in your name in accordance with applicable laws. However if you are unable to register the vehicle in your name then you may register it in another person's name provided that person has agreed to be responsible as the registered person for the vehicle and is capable of being the registered person under applicable law.</p> <p><i>Delivery/availability of the major prize may be delayed due to Covid-19 related issues/restrictions (for example, but not limited to, manufacturing/supply chain delays, government restrictions/orders and national/state/overseas border closures). If delivery/availability is delayed, the Promoter will keep the winner informed and updated as to when they can expect to receive the major prize.</i></p>
Total prize pool	<p>The minor prize pool is valued AUD\$3,750/NZD\$3,875</p> <p>The major prize pool is valued up to AUD\$64,668 / NZD\$68,535</p> <p>The overall prize pool is valued up to AUD\$68,418 / NZD\$72,410</p> <p>The prize values set out above are based on the exchange rates as of 06/12/2022 and are subject to change. The Promoter is not responsible for any change in exchange rate.</p>
How many times can I enter?	<p>You can enter multiple times, provided you only enter once per \$20 spent in a given Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions.</p>
How and when will the winner/s be informed?	<p>The winners will be notified by phone and in writing within 7 business days of determination and the major prize winner will have their name and state/territory/region of residence published at https://www.supercheapauto.com.au/ and https://www.supercheapauto.co.nz/ on 06/03/2023 for a period of 28 days.</p>
Unclaimed prize/s	<p>Prize claim date: 11am (AEST) (which is 1pm NZST) on 04/04/2023.</p> <p>Unclaimed prize determination: 12pm (AEST) (which is 2pm NZST) on 05/04/2023 at the same location as the original draw.</p> <p>If the a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value. Any winner/s will be informed by phone and in writing within 7 business days of determination and in the event of a major prize winner in this draw, their name and state/territory/region of residence will be published at https://www.supercheapauto.com.au/ and https://www.supercheapauto.co.nz/ on 12/04/2023 for a period of 28 days.</p> <p>If a prize winner cannot be found, that information will be published at https://www.supercheapauto.com.au/ and https://www.supercheapauto.co.nz/ on 01/05/2023.</p>
Collection and use of your personal information	<p>If you are a winner, the Promoter may ask you to take part in some publicity, photography and other promotional activity as the Promoter reasonably requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity, and agree to grant the Promoter a perpetual, irrevocable and exclusive license to use any photographs in all media worldwide, including online social networking sites, without compensation to you.</p> <p>The Promoter collects personal information about you in order to conduct and manage the promotion. If the personal information requested is not provided, you/they may not be able to participate. You consent to receive email or SMS messages from the Promoter</p>

	<p>without any functional unsubscribe facility if they relate primarily to the conduct of this promotion.</p> <p>The Promoter's Privacy Policy (available at www.castrol.com/en_au/australia if you are an Australian entrant and https://www.castrol.com/en_nz/new-zealand/home/privacy-statement.html if you are a New Zealand entrants) states:</p> <p>(a) how you can seek access to the personal information the Promoter holds and seek the correction of such information; and</p> <p>(b) how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP22/02264</p> <p>SA Licence No. T22/1871</p> <p>NSW Authority No. TP/00651</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity periods and/or any additional regulations or regulatory requirements.
- 4 You are responsible for all other unspecified costs related to the major prize, including insurance (including excesses), additional taxes, costs associated with ongoing use of the major prize, etc.

General

- 5 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 7 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

- 9 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this promotion is final.
- 10 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the relevant gaming authorities (including Australian state/territory authorities if you are an Australian entrant).
- 11 By entering, you request that your full address not be published.
- 12 If this promotion cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the promotion or disqualify affected entries/entrants, subject to any necessary approval by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.
- 13 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this promotion results in any supply being made for non-monetary consideration and you are an Australian entrant, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 14 The Promoter reserves the right to select a new winner in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions.

Liability

- 15 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth), or the *New Zealand Consumer Guarantees Act 1993* (**Non-Excludable Guarantees**).
- 16 Except for any liability that cannot be excluded by law (in which case that liability is limited to the greatest extent allowed by law), including liability under the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) the agencies and companies associated with this promotion excludes all liability (including in negligence) for any personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death, or any loss, expense or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and promotion or any prize, including without limitation (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged, or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation of the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) use of a prize by any person.
- 17 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia or New Zealand, as applicable.
- 18 This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.