

Supercheap Auto x Gran Turismo Consumer Promotion Terms & Conditions ("Conditions of Entry")

Schedule			
Promotion:	Supercheap Auto x Gran Turismo Consumer Promotion For any enquiries regarding the Promotion, please contact the Promoter on customercare@supercheapauto.com.au or 1300 175 010.		
Promoters:	Super Cheap Auto Pty Ltd ABN 64 085 395 124, 6 Coulthards Avenue, Strathpine, QLD 4500, Australia. Ph: 1300 175 010		
Promotional Period:	Start date: 24/07/23 at 09:00 am AEST End date: 13/08/23 at 11:59 pm AEST		
Eligible entrants:	Entry is only open to Australian residents who are 18 years or over and who hold a Supercheap Auto Club account.		
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, spend at least \$50 in any number of transactions on any goods (excludes special order deposits, Laybys and gift cards) from any Supercheap Auto store within Australia or at https://www.supercheapauto.com.au/ ("Participating Venues"). Customers will receive an entry for every \$50 they spend across all eligible transactions they complete during the Promotional Period. The entrant is eligible to win a maximum of one (1) prize (excludes SA residents). Entries will be automatically recorded upon completion of the above step.		
Total Prize Pool:	Up to AUD \$11,050.00		
Prize Description		Number of this prize	Value (per prize)
The prize is a trip to London for the winner and a friend which includes: <ul style="list-style-type: none">2 x return economy class flights for 2 people from the winner's nearest capital city to London, England;5 nights' four-star twin share accommodation for 2 people;AUD\$1,000 spending money; anda virtual reality driving experience at London for the winner only.		1	Up to AUD\$11,050.00 depending on date and exact point of departure
Prize Conditions		Winning Method	
		Draw: computerised random selection - 21/08/23 at 12:00 pm AEST	

	<ul style="list-style-type: none"> • 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 companions 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 winner may be required to present their credit card at accommodation check in. • Both the winner and their travel companion must be aged 18 years or over. • The winner and their companion acknowledge and agree to comply with all safety directions (including but not limited to COVID Safe Plans) of the Promoter, its agents and service providers. • The winner and their companion acknowledge that there is a heightened risk of contracting COVID-19 and Promoter (including its service providers, agents and employees) do not guarantee that it is or will remain a COVID-19 free area. The winner and their companion assume all risk for any loss or damage caused in this regard while accepting the prize. • By accepting the prize, the winner and their companion confirm they are not exhibiting any respiratory symptoms, sore throat, fatigue, loss of smell or taste, runny nose, muscle pain, joint pain, diarrhoea, nausea/vomiting or loss of appetite, or that during the prior 14 days, they have not had close contact with a confirmed or probable case of COVID-19, or have lived in or travelled through a COVID-19 hotspot. • The AUD\$1,000 spending money will be paid by direct deposit to an Australian bank account in the winner's name. The winner must provide their Australian bank account details to the Promoter in order for the prize to be awarded. • To participate in the virtual reality driving experience ("Activity"): <ul style="list-style-type: none"> • the winner's height must be between 4 ft. 10 inches and 6 ft. 3 inches; • the winner must not weigh heavier than 130kg; and • the winner must sign a waiver form. • The Promoter and the prize supplier in their absolute discretion (a) reserve the right to refuse to allow the winner to take part in any or all aspects of the Activity if they reasonably believe the winner poses a safety risk or for any other reason; (b) may cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and in which case, no compensation will be offered.
Winner notification:	The winner will be contacted 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 at https://www.plexus.co/terms/supercheap-auto-x-gran-turismo-consumer-promotion by 28/08/23.
Unclaimed Prizes:	<p>Prize must be claimed by 23/10/23 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 24/10/23 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) at https://www.plexus.co/terms/supercheap-auto-x-gran-turismo-consumer-promotion by 31/10/23.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at https://www.supercheapauto.com.au/ and https://www.plexus.co/terms/supercheap-auto-x-gran-turismo-consumer-promotion.</p>

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 21/08/23 using computerised random selection.
 - b) The first valid entry drawn will win the prize specified in the Schedule above.
 - c) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - d) 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 each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time 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 is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.supercheapauto.com.au/customer-service/privacy-policy.html. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. 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 a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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, to the extent of any inconsistency. 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), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant 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 23/01403, NSW Authority No. TP/02266 and SA Permit No. T23/1092.