

## Supercheap Auto Club Bathurst Supercar Promotion Terms & Conditions

<b>Schedule</b>	
<b>Promotion:</b>	Supercheap Auto Club Bathurst Supercar Promotion
<b>Promoter:</b>	Super Cheap Auto Pty Ltd ABN 64 085 395 124, 6 Coulthards Avenue, Strathpine, QLD 4500, Australia. Ph: 1300 175 010 & Super Cheap Auto (New Zealand) Pty Ltd, Super Cheap Auto Distribution Centre, 180 Savill Drive, Mangere East, New Zealand 2024. Ph: 0800 500 605
<b>Promotional Period:</b>	<b>Start date:</b> 30/08/22 at 12:00 pm AEST <b>End date:</b> 04/09/22 at 05:00 pm AEST or once 5,000 valid submissions are received
<b>Eligible Participants:</b>	This promotional activity is only open to Australian and New Zealand residents who are 18 years and over and have a Supercheap Auto Club account.
<b>How to Participate:</b>	<p>Eligible Participants will have the opportunity to have a photo of themselves printed on the Supercheap Auto 2022 Bathurst Supercar. Only the first 5,000 valid photo submissions received during the Promotional Period will be printed on the Supercheap Auto 2022 Bathurst Supercar.</p> <p>To send in a photo, individuals must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>a) take a headshot photograph of themselves (or choose a suitable existing photo from their photo library) (as a JPG file – min 500kb); and</li> <li>b) visit <a href="http://bathurstsupercar.supercheapauto.com">http://bathurstsupercar.supercheapauto.com</a>, and fully complete and submit the form with their personal details as per their Supercheap Auto Club membership (first name, last name, email address and Supercheap Auto Club Card number (if known)) and upload their photo.</li> </ol> <p>All photos submitted must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• The photo must only feature the one person;</li> <li>• The photo cannot be submitted on behalf of someone else;</li> <li>• The photo must predominantly show the participant (with a relatively clear background);</li> <li>• The photo must not be offensive in any way;</li> <li>• The photo must not contain any information or detail which would identify the participant (including but not limited to geographical information);</li> <li>• The photo must not prominently feature any third party branding; and</li> <li>• The photo must be submitted as a JPG file (min 500kb).</li> </ul> <p>Photos must also fully comply with these Terms and Conditions, including specifically, clause 8 below.</p>
<b>Submissions permitted:</b>	Only one (1) eligible submission per person will be accepted.

1. Participants agree and acknowledge that they have read these Terms and Conditions (and Schedule) and that participating in the Promotion is deemed to be acceptance of these Terms and Conditions (and Schedule). Any capitalised terms used in these Terms and Conditions 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"). Submissions are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the participant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible submissions will be accepted during the Promotional Period, up until 5,000 valid submissions are received.
4. Participants' 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 participant 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 <https://www.supercheapauto.com.au/customer-service/privacy-policy.html> (in Australia) as well as the New Zealand Privacy Principles, in accordance with the Privacy Act 2020 (NZ) and its privacy policy which is located at <https://www.supercheapauto.co.nz/customer-service/privacy-policy.html>. The Promoter's privacy policies contain information about how the participant may access, update and seek correction of the personal information the Promoter holds about them and how the participant may complain about any potential breach by the Promoter of the Australian/New Zealand Privacy Principles or any other Australian/New Zealand privacy laws and how such

complaints will be dealt with. The Promoter collects personal information about participants to enable them to participate in this Promotion and may disclose the participant's personal information to third parties including its contractors and agents, suppliers and service providers to assist in conducting this Promotion. If the participant does not provide their personal information as requested, they may be ineligible to participate in the Promotion. The Promoter may transfer participant's personal information to countries specified in the Promoter's privacy policies. Participants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian/New Zealand Privacy Principles. By taking part in this promotion, participants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach

5. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
6. 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 submissions.
7. The Promoter reserves the right, at any time, to validate and check the authenticity of submissions and participants' details (including a participant's identity, age and place of residence). In the event that a participant cannot provide suitable proof as required by the Promoter to validate their submission, the participant's photo will not feature on the Supercheap Auto 2022 Bathurst Supercar. Incomplete, indecipherable, inaudible, incorrect and illegible submissions, as applicable, will at the Promoter's discretion be deemed invalid. Submissions containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible. The use of any automated software or any other mechanical or electronic means that allows an individual to automatically make a submission repeatedly is prohibited and may render the photo submitted by that individual invalid.
8. All photos (and submissions) submitted must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Participants warrant that they own or have the right to license the copyright in any submission submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any submission which would prevent the photo being used as contemplated by this Promotion, and that the use by the Promoter of any submission will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Participants must obtain prior consent from any person or from the owner(s) of any property that appears in their submission. By submitting, all participants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their photo/submission (including any portion of their photo/submission) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Participants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their photo/submission to the Promoter and to sign any legal documentation to confirm such assignment. Participants agree that their photo is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Participants consent to any use of their photo that may otherwise infringe their moral rights. Participants are responsible for the photo they have submitted. The Promoter will not be liable for any submissions, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any photo or portion of a photo for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to participants if it exercises this right and participants must comply with any request made by the Promoter pursuant to this paragraph. The participant warrants and represents that any material sent or provided by the participant to the Promoter

will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the participant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Participants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause. All successful submissions will be included on the Supercheap Auto 2022 Bathurst Supercar. Participants will not be able to change their mind (and not have their photo included on the Supercheap Auto 2022 Bathurst Supercar) once they have made their submission. Placement of the photo is at the absolute discretion of the Promoter and its suppliers.

9. The Promoter reserves the right to disqualify submissions in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Promotion, the Promoter will resolve the dispute in direct consultation with the participant. If the dispute cannot be resolved the Promoter's decision will be final.
10. 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 partaking in this promotional activity (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).
11. The participant 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.
12. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.