Christmas Survey Competition - Super Cheap Auto Pty Ltd

Win a Waeco Cooler Console This is a "Game of Skill" Competition Terms and Conditions

1. General

1.1. The Promoter is Super Cheap Auto Pty Ltd A.C.N. 085 395 124 of 751 Gympie Road, Lawnton QLD 4501 (the "Headquarters").

1.2. Entry into the Competition is deemed acceptance of these terms and conditions.

1.3. This is a game of skill. Chance plays no part in determining the winner. The winner will be selected by the Promoter's panel of judges based on the appeal and creativity of the entry submitted. The judges' decision is final.

1.4. The Competition commences from survey send time on 7th December 2018 (AEST) and closes at 1pm on 17th December 2018 (AEST) ("Promotional Period"). All entries must be received by the Promoter within the Promotional Period.

2. Entry Requirements

2.1. Employees and immediate family members of the Promoter and its agencies associated with this promotion are ineligible to enter the competition.

2.2. Entry is open and advertised to Australian and New Zealand residents only who are current Supercheap Auto Club Plus members and aged 18 years and over.

2.3. To enter, you must complete the survey and in 25 words or less write what is on your Supercheap Auto wish list / gift list this Christmas. The Promoter will read each entry that is 25 words or less individually and decide on one best entry.

2.4. Entries longer than 25 words will be disqualified.

2.5. A single survey submission, and therefore no more than one entry into the competition, is permitted per person.

2.6. Any form of automated entry using any other devices or software will be deemed to be invalid. We reserve the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these conditions.

3. The Prize

3.1. The Prize is:

3.1.1. 1x Waeco Cooler Console valued at \$109 AUD.

4. Winning Entry and Notification

4.1. The winning entry will be selected on 24th December 2018 at 5pm AEST at the Promoter's Headquarters.

4.2. The Promoter will notify the winner(s) in writing or by phone or by any other means the Promoter deems appropriate, including without limitation, email, website, Facebook etc.

4.3. The Promoter will contact the prize winner within 5 business days of them winning the prize to confirm their address details.

4.4. If the winner fails to claim the prize and provide their address details within ten (10) business days of being notified or the winner's entry is deemed invalid by the Promoter, the winner is deemed to have forfeited and abandoned the prize. The Promoter will select an alternate winner thereafter at the Promoter's Headquarters. The Promoter will promptly notify the alternate winner by phone or in writing. If the alternate winner fails to claim the prize and provide their address details within ten (10) business days after the Promoter has contacted the alternate winner or the alternate winner's entry is deemed invalid by the Promoter, the alternate winner is deemed to have forfeited and abandoned the prize. The Promoter winner is deemed to have forfeited and abandoned the prize. The Promoter is not required to select another winner.

4.5. If any prize is unavailable or otherwise unable to be supplied, the Promoter may substitute the prize with a prize of equal value, subject to any directions from a regulatory authority.

5. General Conditions

5.1. Prize(s) cannot be transferred, exchanged, or redeemed for cash.

5.2. The prize will be sent from Lawnton, Australia to the winner via a method and timing of the Promoter's discretion.

5.3. The Promoter is entitled to verify the validity of entries and the identity of entrants/winner(s), and to disqualify any entrant/winner who submits an entry that is contrary to these Terms and Conditions, or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage is not a waiver of those rights.

5.4. Incomplete, indecipherable or illegible entries will be deemed invalid.

5.5. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any personal injury, death, loss and damage; whether direct, indirect, special or consequential, arising in any way out of the Competition and/or the prize(s), including but not limited to any liability arising from any technical difficulties or equipment malfunction; any reason beyond the Promoter's reasonable control; any variation of the prize value; any tax liability incurred by the winner or entrant; or redemption or use of a prize.

5.6. If the Competition is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter is entitled to, the fullest extent permitted by law: disqualify any entrant; or subject to any direction from a regulatory authority, to modify, suspend, terminate or cancel the Competition.

5.7. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties and if required, to the Australian regulatory authorities. Entry is conditional on providing this information.

5.8. By submitting an entry:

5.8.1. You warrant and agree that:

5.8.1.1. All your entries become the property of the Promoter;

5.8.2. Entrants expressly consent to the Promoter using:

5.8.2.1. The entrant's entry (either in part or in full), name, likeness, image and/or voice to be reproduced and/or published in any medium for an unlimited period without remuneration for the purpose of promoting this Competition, the Promoter's business, and any products manufactured, distributed and/or supplied by the Promoter; and

5.8.2.2. Their personal information for promotional, marketing, publicity, research, and profiling purposes, including sending electronic messages or telephoning the entrant. Personal information will only be used in accordance with the Promoter's <u>privacy policy</u>.

5.9. The Promoter will endeavour to provide the entrant with an option to opt out of receipt of such communications every time the Promoter contacts the entrant. Entrants should direct any request to access, update or correct information to the Promoter.