## Super Cheap Auto Pty Ltd Review & Win 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 and 6. 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 will run from 1st day of the month to the last day of the month from March 2019 until May 2019. Three (3) winners will be drawn monthly. All entries received on the first day of each month (from 12:00am AEST) until the last day of each month (until 11.59pm AEST) will be qualified for the monthly entry. ("**Promotional Period**").
- 4. The competition will be advertised at <a href="www.supercheapauto.com.au">www.supercheapauto.com.au</a>, as well as in catalogue, in-store, Facebook and via e-mail.

## How to Enter

- 5. To enter, participants must leave a validated review on the website during the promotional period.
  - a) follow the link to the product on the 'review and win' email or find the product on the Supercheap Auto website, click on write a review;
  - b) submit a valid rating and review of the products(s), whether favourable, constructive or critical review of the product;
  - c) register their details including (but not limited to) email address and name.
- 6. For the entry to be eligible:
  - a) the content of the review should be relevant to the product;
  - b) the content posted is true, accurate and not misleading;
  - c) the content should not mention competitors, websites, addresses, contact numbers or the use of inappropriate language;
  - d) the content does not include any personal identifiable content such as full name, address.
- 7. Multiple entries are permitted.
- 8. 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.
- 9. 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.

## **Prize**

- 10. There will be 3 winners every month. Each winner will receive 1 x \$100 Supercheap Auto gift card. Total prize pool is \$900.
- 11. After the winner has been contacted and prize accepted, the gift card will be sent via post and supplied with a registered-post tracking number.
- 12. Any information related to the gift card and use can be found using the link: https://www.supercheapauto.com.au/customer-service/giftcards.html
- 13. By submitting any content to Supercheap Auto, you agree that:
  - a) You are the sole author and owner of the intellectual property rights in the content;
  - b) All "moral rights" that you may have in such content have been voluntarily waived by you;
  - c) All content that you post is true, accurate, and not misleading;
  - d) You are at least 18 years old;
  - e) Use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity.
- 14. You further agree that you will not submit any content:
  - a) That violates any law, statute, ordinance or regulation (including, but not limited to, consumer protection, unfair competition, anti-discrimination, privacy, or false advertising);
  - b) That is, or may reasonably be considered to be, defamatory, libellous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
  - c) For which you were compensated or granted any consideration by any third party;
  - d) That includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
  - e) That contains any computer viruses, worms or other potentially damaging computer programs or files.
- 15. Total prize value is AUD \$900 RRP incl. GST
- 16. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 17. 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.

18. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. Three (3) valid entrant will be drawn at random to become the winner. The draw will take place at Engage Australia Pty Ltd, Level 8, 56 Clarence Street, Sydney NSW 2000 on, the 5<sup>th</sup> business day of each month within the promotional period at 11:00 AEST.

Online Date/ Time	Offline DateTtime	Drawn Date	Winner Publication	Unclaimed Draw
01/03/2019 00:01	31/03/2019 23:59	08/04/2019 11:00	09/04/2019	26/04/2019 11:00
01/04/2019 00:01	30/04/2019 23:59	06/05/2019 11:00	07/05/2019	28/05/2019 11:00
01/05/2019 00:01	31/05/2019 23:59	07/06/2019 11:00	09/06/2019	28/06/2019 11:00

- 19. The winner will be notified within two (2) days of the draw. The winners will be contacted by email, using the address provided when submitting the review. The winner will be requested to supply their shipping address in order to receive the prize.
- 20. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Level 8, 56 Clarence Street, Sydney NSW 2000 on the 20<sup>th</sup> business day of the month at 11:00 AEST. The winner will be notified within two (2) days of the draw.
- 21. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- 22. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. The Promoter, Engaged Australia, 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.
- 28. 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.
- 29. 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
- 30. 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.
- 31. 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/19/32333