

Supercheap Auto 2024 Club Calendar Competition Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Supercheap Auto 2024 Club Calendar Competition
Promoters:	<p>Super Cheap Auto Pty Ltd ABN 64 085 395 124, 6 Coulthards Avenue, Strathpine, QLD 4500, Australia. Ph: 1300 175 010; and Super Cheap Auto (New Zealand) Pty Ltd, Super Cheap Auto Distribution Centre, 180 Savill Drive, Mangere East, New Zealand 2024.</p> <p>For any inquiries regarding this Promotion, please contact the Promoter on customercare@supercheapauto.com.au or 1300175010</p>
Entry Period:	<p>Start date: 29/09/2023 09:00 am AEDT</p> <p>End date: 15/10/2023 11:59pm AEDT</p>
Voting Period:	<p>Start date: 23/10/2023 09:00 am AEDT</p> <p>End date: 29/10/2023 11:59 pm AEDT</p>
Eligible entrants:	Entry is only open to Australian and New Zealand residents who are 18 years and over and hold a Supercheap Auto Club Member account.
Eligible Voters:	Voting is only open to Australian and New Zealand residents aged 18 years and over.
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> take a photograph of a vehicle they own ("Photo"); and visit competitions.supercheapauto.com/calendar and fully complete and submit the form with their personal details as per their Supercheap Auto Club membership (first name, last name, email address, mobile number, state/territory/region of residence), select 1 of the 12 pre-defined categories they would like to enter into and upload their Photo and provide an answer to the following question: Tell us what makes your car SUPER (in 100 words or less). <p>All photos submitted must meet the following requirements:</p> <ul style="list-style-type: none"> the entrant must have taken the photo submitted themselves (i.e. the entrant owns the photo); The photo must only feature their vehicle; The photo cannot be submitted on behalf of someone else; The photo must not contain any information or detail which would identify the entrant (including but not limited to geographical information); The photo must not prominently feature any third-party branding; and The photo must be submitted as a JPG file.
Entries/ votes permitted:	<p>Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.</p> <p>Only one (1) vote in each of the 12 categories per person per day will be accepted.</p>
Prize Description	
<p>Major Prize: The prize is a \$250 Club Credit loaded to the winner's Super Cheap Auto Club Member account. The winners will also have the photo submitted (on entry) of their vehicle featured in the Supercheap Auto 2024 Calendar. Credit will be awarded in the currency of the winner's country of residence.</p> <p>The 2024 Club Calendar which will be printed and distributed to Major Prize winners and Supercheap Auto stores. Each winning entry will be featured in a month of the calendar including car information supplied by the winner.</p> <p>Winners will also receive a prize pack composed of the following: Make it super air freshener, Make it super umbrella, Make it super can cooler, make it super keep cup, make it super straw hat. Exact size of hat awarded determined by the Promoter.</p>	12
Runner Up Prize: The prize is a \$100 Club Credit loaded to the winner's Super Cheap Auto Club Member	12

<p>account. Credit will be awarded in the currency of the winner's country of residence.</p> <p>These Runner-Up Prize winners will also have the photo submitted (on entry) of their vehicle featured on the back cover of the 2024 Club Calendar which will be printed and distributed to Supercheap Auto stores.</p> <p>Winners will also receive a prize pack composed of the following: Make it super air freshener, Make it super umbrella, Make it super can cooler, make it super keep cup, make it super straw hat. Exact size of hat awarded determined by the Promoter.</p>	<p>Available in: Australia and New Zealand</p>	
<p>Prize Conditions:</p>	<p>Any ancillary costs associated with redeeming the credit are not included. Any unused balance of the credit will not be awarded as cash. Redemption of the credit is subject to any terms and conditions of the Supercheap Auto Club Program.</p>	
<p>Winner Determination:</p>	<p><u>Judging:</u></p> <ul style="list-style-type: none"> • The finalists will be determined by representatives of the Promoter. • Each entry will be judged on the basis of the individual originality, creative merit and literary merit of the answer provided to the promotional question and the Photo provided on entry. • The best two (2) valid entries from each of the twelve (12) pre-defined categories, as determined by the judges, will each be shortlisted and be put up to public voting. • The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. • The finalists will be determined by skill. Chance plays no part in determining the finalists. The judges' decision is final and binding and no correspondence will be entered into. <p><u>Voting:</u></p> <ul style="list-style-type: none"> • The Promoter will upload the twenty-four (24) finalist entries at https://competitions.supercheapauto.com/calendar on 23/10/2023 at 09:00 am AEDT for voting by the public. • To vote, eligible voters must visit https://competitions.supercheapauto.com/calendar during the Voting Period and click on the "vote" button next to the entry for which they wish to cast their vote in each of the twelve (12) categories and submit as prompted.. • The finalist entry from each category who receives the highest number of valid votes will win the Major Prize listed above and the remaining finalist from each category who receives the next highest number of valid votes will each win the Runner-Up Prize listed above. <p><u>Tie break mechanic:</u> In the event that both entries within a category receive an equal number of votes, the judges will judge those entries based on the individual originality, creative merit and literary merit of the answer provided to the promotional question and the Photo provided on entry and re-rank tied entries in order to break the tie.</p> <p>The Promoter will review the number of entries received per category, as they come through during the Entry Period. If there is a small volume of entries (as determined by the Promoter) for one (1) or more particular categories, the Promoter reserves the right to amend, add or remove any pre-defined categories.</p>	
<p>Winner notification:</p>	<p>The winners will be contacted by using the contact details on file with the Promoter within seven (7) business days after the end of the Voting Period. The winners will be published at competitions.supercheapauto.com/calendar.</p>	
<p>Unclaimed Prizes:</p>	<p>In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry with the next highest number of valid votes or judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.</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. All references to 'entry', 'entrant' or similar herein equally apply to 'vote' and 'voters', etc.

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. Valid and eligible votes will be accepted during the Voting Period.
4. Employees (and their immediate family members) of 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. All reasonable attempts will be made to contact each winner.
6. 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, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
8. 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.
9. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
10. 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.
11. 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 & www.supercheapauto.co.nz/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. 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. Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.
12. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
13. If a prize is provided to the Promoters 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 either Promoters. 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 Promoters accept 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.

14. 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 Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
15. 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.
16. 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.
17. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) 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. Entrants warrant that they own any entry 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 such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants 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 entry (including any portion of their entry) 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. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry 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. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

18. The Promoter reserves the right, at any time: (a) to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts, including but not limited to social networking accounts; and/or (b) to disqualify any entrant (or invalidate his/her entry) that the Promoter reasonably suspects has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Conditions of Entry.
19. The use of any automated entry or voting software or any other mechanical or electronic means that allows an entrant to automatically enter or vote repeatedly is prohibited and will render all entries/votes submitted by that entrant invalid.
20. 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.
21. 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).
22. 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.
23. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
24. 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.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.