SUPERCHEAP AUTO 'Make It SUPER' COMPETITION

This is a "Game of Skill"

Competition Terms and Conditions

<u>1. General</u>

1.1. The Promoter is Super Cheap Auto Pty Ltd A.C.N. 085 395 124 of 6 Coulthards Ave, Strathpine QLD 4500 (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 at 8am on the 7th March 2022 (AEST) and closes at 11.59pm on 31st March 2022 (AEST) ("Promotional Period"). All entries must be received by the Promoter within the Promotional Period.

1.5 The competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

2. Entry Requirements

2.1. Employees of the Promoter and the related bodies corporate of the Promoter, and their immediate families are ineligible to enter.

2.2. Entry is open to all Australian and New Zealand residents aged 18 years and over.

2.3. To enter you must create and share your own videos, or before and after pictures, on Facebook or Instagram of your transformation of 'IT' from ordinary to SUPER using anything that could be purchased from the Promoter.

2.3.a Must include #MakeitSUPER and tag @supercheap_auto on Instagram or @SCAuto on Facebook in your post

2.3.b content can be shared in video, Reels, or before and after images formats 2.3.c videos should be max of 30 seconds.

<u>3. The Prize</u> 3.1 10 x Supercheap Auto gift cards to giveaway:

- 3.1.a first prize \$2,000 Supercheap Auto gift card;
- 3.1.b second prize \$1,000 Supercheap Auto gift card;

3.1.c third prizes 3x \$500 Supercheap Auto vouchers and

3.1.c runner ups prizes 5 x \$100 Supercheap Auto Gift cards

3.2 Total prizes value of \$5,000.00 AUD.

4. Winning Entry and Notification

4.1. The winning entries will be selected on the 21st April 2022 at the Promoter's Headquarters.

4.2. The Promoter will notify the winners by responding to their winning post within 2 business days.4.3 The winner maybe required to prove ownership of the videos and/or pictures they have submitted for the Competition .

4.4. If the winner fails to claim the prize within fourteen (14) 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 on the 12th May 2022 thereafter at the Promoter's Headquarters. The Promoter will promptly notify the alternate winner by responding to

their winning post. If the alternate winner fails to claim the prize within fourteen (14) 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 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 the relevant regulatory authority.

5. General Conditions

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

5.2. The Promoter is entitled to verify the validity of entries and the identity 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.

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

5.4. Any form of automated entry using any other devices or software will be deemed to be invalid. The Promoter reserves 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 terms and conditions.

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 injury/death/loss/damage from creating the videos/pictures for the Competition, 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 relevant regulatory authorities. Entry is conditional on providing this information.

5.8. By submitting an entry you warrant and agree that:

5.8.a. All your entries become the property of the Promoter;

5.8.b. the all the drawings, photographs, videos and/or recordings, descriptions, texts, comments you have submitted as your entry for the Competition ("IP") are your own original work and the IP will not infringe the intellectual property rights of any other person or parties;

5.8.c. you will forgo any rights you have in relation to the IP, and assign all rights, titles, interest, intellectual property rights in the entries and/or IP to the Promoter;

5.8.d. The Promoter may use, reproduce and publish the IP for any purpose, in perpetuity and throughout the world and the entrant will not be entitled to any fee or payment for such use; 5.8.e. you indemnify and keep the Promoter indemnified against all liability the Promoter incurs of and incidental to any claim by any third parties against the Promoter for the infringement of the third parties' intellectual property rights; and

5.8.f. The IP has not been digitally altered or manipulated in anyway;

5.9. Entrants expressly consent to the Promoter using:

5.9.a. 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

5.9.b. 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 privacy policy

5.10. 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.