# MOBIL SCA CHAZ MOSTERT REPLICA HELMET PROMOTION 2022 ABBR FULL TERMS AND CONDITIONS

Full terms and conditions and State prize allocations visit supercheapauto.com.au. This Competition commences at 12:01am 25<sup>th</sup> August and ends 11:59pm 18<sup>th</sup> September 2022 AEST ("Promotion Period"). Open to Supercheap Auto Club Plus and/or Trade Direct members who during the promotional period purchase any 5L or 10L Mobil Engine Oil product(s) in store at Supercheap Auto or online at www.supercheapauto.com.au, in one transaction & scan their membership card at the time of purchase. Multiple entries permitted, excludes special orders and any product returns. Prize: 1 of two hundred (200) Chaz Mostert Replica Racing Helmet in display cabinet each valued at \$750 incl. GST. The five (5) State based prize draws will be drawn from 12:00pm AEST October 3<sup>rd</sup> 2022 at Flow Marketing 121/87 Turner St Port Melbourne VIC, 3220. Winner's names will be published on the website: supercheapauto.com.au for a period of 30 days. Promotor is Bralson Pty Ltd (ABN 15 050 094 650) of Unit 35, Slough Business Park, Holker Street, SILVERWATER, NSW 2128, AUSTRALIA. Authorised in Australia under permit numbers: NSW: TP/00076; ACT TP 22/0128: SA: TP22/1000

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- 1. The Mobil Supercheap Auto Replica Helmet Promotion 2022 ("Promotion") is conducted by Bralson Pty Ltd (ABN 15 050 094 650) of Unit 35, Slough Business Park, Holker Street, SILVERWATER, NSW 2128, AUSTRALIA ("Promotor")
- **2.** This Competition commences at 12:01am (AEST) 25<sup>th</sup> August 2022 and ends 11:59pm 18<sup>th</sup> September 2022 (AEST) ("**Promotion Period**").
- **3.** The sections on How to Enter, Draw and Winner Notification, Prizes and Miscellaneous Provisions form part of these Terms and Conditions.
- **4.** This Promotion is only open to Australian Supercheap Auto customers aged 16 years or older who have not been discovered to have breached these Terms and Conditions.
- **5.** Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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.
- **6.** Entry into this Competition is deemed to be acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.
- **7.** Each entrant acknowledges that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of an entrant's ineligibility to enter after the Promoter has awarded a Prize to the ineligible entrant. Return of a Prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.

### **HOW TO ENTER:**

**8.** To enter, entrants must, during the Promotion Period:

- a. Purchase any 5L or 10L Mobil Engine Oil product from any Australian Supercheap Auto Store or Supercheap Auto webstore. supercheapauto.com.au in one transaction & scan your Club Plus or Trade Direct card at the time of purchase and receive 1 entry into the draw. Excludes special orders. (1 entry per product purchase).
- b. Multiple entries permitted multiple purchases accrue 1 additional entry for each Mobil product purchased.
- c. Customers can sign up to become a Club Plus and/or Trade Direct customer prior to or in the same transaction to be eligible to enter this promotion.
- **9.** Excludes special orders and any product returns.
- **10.** It is the responsibility of Club Plus and Trade Direct members to provide their membership details at point of purchase or in the online shopping cart for eligible purchases to receive entries.
- **11.** Entries are linked only to the Club Plus / Trade Direct membership card presented or entered.

#### DRAW AND WINNER NOTIFICATION

- **12.** There will be 5 State based prize draws for this promotion which will take place from 12:00pm AEST October 3<sup>rd</sup> 2022 at Flow Marketing 121/87 Turner St Port Melbourne VIC, 3220.
- 13. The first sixty (60) valid entries drawn from all entries received from Supercheap stores located in NSW/ACT will win a prize. The first forty three (43) valid entries drawn from all entries received from Supercheap stores located in VIC/TAS will win a prize. The first sixty (60) valid entries drawn from all entries received from Supercheap stores located in QLD will win a prize. The first twenty one (21) valid entries drawn from all entries received from Supercheap stores located in WA will win a prize. The first sixteen (16) valid entries drawn from all entries received from Supercheap stores located in SA/NT will win a prize.
- **14.** Winners will be notified by email within two business days of the draw date and their name will appear on the website: supercheapauto.com.au for a period of 30 days.
- **15.** Any prize that remains unclaimed for a period of 3 months will be forfeited by that winner and will be redrawn at 12 noon AEDT 4th January 2023 at Flow Marketing 121/87 Turner St Port Melbourne VIC, 3220. Winners of an unclaimed prize draw will be notified by email within two business days of the date of the redraw and published on the website: supercheapauto.com.au for a period of 30 days.

### **PRIZE**

- **16.** One (1) of 200 Chaz Mostert Replica Racing Helmet in display cabinet each valued at \$750 incl. GST.
- **17.**Total prize pool for this promotion in AUSTRALIA is \$150,000 Incl. GST. Total prize pool for this promotion for NSW/ACT is \$45,000, VIC/TAS is \$32,250, QLD is \$45,000, WA is \$15,750 and in NT/SA is \$12,000 incl GST.

- **18.** If for any reason any elements of the specified prizes are unavailable, the Promoter reserves the right to replace it with a prize of the same or higher value and of similar specification, subject to any written directions from a regulatory authority.
- **19.** Prizes or any component of the prize are not transferable, saleable or exchangeable and cannot be taken in any other form.

#### **MISCELLANEOUS PROVISIONS**

- **20.** All entries to this promotion are based on Supercheap Auto's internal business systems.
- **21.** Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 22. If for any reason this Promotion is not capable of running as planned, including without limitation due to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Administrator, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion or the reputation of this Promotion or that of the Promoter, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, or to cancel, terminate, modify or suspend this Promotion, subject to regulatory approval, if required.
- 23. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including their eligibility to enter) and to disqualify any entrant whose entry is not in accordance with these Terms and Conditions or who otherwise tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- **24.** Each participant must ensure the correct and legible contact information is provided during the Club Plus /Trade direct registration process. Changes to contact information must be made to Supercheap Auto prior to the end of the promotional period. This can be done in-store or via phone: 1300 175 010.
- 25. Supercheap Auto collects personal information about you when you sign up to the Club Plus and/or Trade Direct membership program and will assist the Promoter in order to conduct the competition. If the personal information requested is not provided, you may not be able to participate. Supercheap Auto may share your personal information with the Promoter in some circumstances (including, but not limited to, handling complaints, booking and awarding prizes, and if requested by the authorities). By entering and providing personal information, you consent to the use of your personal information in this manner. Supercheap Auto's Privacy Policy (available at www.supercheapauto.com.au/customer-service/privacy-policy) states:
  - **a.** how you can seek access to the personal information the Promoter holds and seek the correction of such information; and
  - b. how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.

- **26.** Except for any liability that cannot be excluded by law, the Promoter and Administrator (including their officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity, loss of business, loss of goodwill or loss of profits); whether direct, indirect, special or consequential, arising in any way out of this Promotion, including without limitation, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's or Administrator's control); any theft, unauthorised access or third party interference;
  - a. any entry or prize claim that is cancelled, delayed, interrupted, diverted, late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or Administrator's or otherwise);
  - b. any variation in prize value or specification to that stated or referred to in these Terms and Conditions;
  - c. any tax liability or similar charge incurred by a Winner or the entrant; or
  - d. the use or attempted use of a prize by a Winner or any other third party.
- **27.** The laws of Australia apply to this Promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
- **28.** The Promoter's decisions in relation to this Promotion are final and no correspondence or communication will be entered into in relation to any aspect of this Promotion.
- **29.** This promotion is subject to the terms and conditions associated with membership of Supercheap Auto's Club Plus and Trade Direct. Information and limitations relating to these memberships can be found on Supercheap Auto's website: www.supercheapauto.com.au.
- **30.** Authorised in Australia under permit numbers: NSW: TP/00076; ACT TP 22/0128; SA: TP22/1000