

Penfold Mazda - \$5,000 Fuel Voucher Competition

Terms & Conditions

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Penfold Motors Burwood Pty Ltd (A.C.N. 005 667 461) (LMCT444) of 130 Burwood Highway, Burwood, Victoria, 3125, Australia Telephone: 03 9268 1868.
3. Entry is only open to Victorian residents aged 18 years or over. Excludes fleet, government and rental buyers.
4. 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.
5. Promotion commences on 01/05/2018 and ends at 11:59pm AEST on 30/06/2018 ("Promotional Period").
6. To receive an entry into the draw, individuals must complete the following steps:
 - Purchase a new or demonstrator Mazda vehicle at Penfold Mazda during the Promotional Period;
 - Complete delivery of vehicle during the Promotional Period;
 - Complete promotion entry form and place in the promotion entry box during the Promotional Period.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. A limit of 1 entry per purchase.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place at Penfold Mazda, 59-63 Burwood Highway, Burwood VIC 3125 on 02/07/2018 at 11:00 am AEDT. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published at www.penfold.com.au on 04/07/2018 for a period of 28 days.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win a year's worth of fuel valued at \$5,000. The \$5,000 will be credited to the winner via Coles Express Gift Cards.
14. Subject to the unclaimed prize draw clause, if for any reason the winner does not take / redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
15. Total prize pool value is \$5,000.
16. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
17. A draw for the prize, if unclaimed, may take place on 01/08/2018 at the same time and place as the original draw, subject

to any directions from a regulatory authority. The winner will be notified in writing within two (2) business days of the draw and their name will be published at www.penfold.com.au on 03/08/2018 for a period of 28 days.

18. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a 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.

19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

20. Any cost associated with accessing the promotional websites is the entrant's responsibility and is dependent on the Internet service provider used.

21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.

23. The Promoter may collect personal information relating to the entrants of the Promotion for the purpose of identifying the entrants, awarding the prize, and otherwise using the information to assist the Promoter to improve the goods and services which it offers to its customers.

24. By entering the Promotion, all entrants acknowledge that a key purpose for collecting the entrant's personal information is to contact the entrant in the future with information regarding the Promoter, including special offers, future promotions, market research or to provide the entrant with marketing material regarding the goods and/or services offered by the Promoter. The entrants further acknowledge and agree that the Promoter may utilise their personal information in the manner contemplated by these terms and conditions.