

“BOOK AND COMPLETE A SERVICE TO WIN AN ACCOR HOLIDAY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Subaru (Aust) Pty Limited (ABN 95 000 312 792) of 4 Burbank Place, Norwest NSW 2153, telephone: 02 8892 9111.
3. Entry is only open to residents of NSW and VIC aged 18 years or over with a privately-owned Subaru vehicle. For the avoidance of doubt, the vehicle must be registered in the name of the entrant and the vehicle must not be owned or leased by a Government agency, a business or any other commercial entity.
4. Employees (and their immediate families) of the Promoter, participating authorised Subaru Retailers 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. Entries into the promotion open on 08/11/2021 and close at 11:59pm AEDST on 31/12/2021 (“**Promotional Period**”).
6. To receive an automatic entry into the relevant draw, individuals must book and undertake a scheduled service on their Subaru vehicle at any Trivett Subaru Service Centre in Sydney or Melbourne during the Promotional Period. Individuals must ensure they have their full name, telephone number, street address (excluding PO Box addresses) and email address attached to their service record to be eligible to receive an entry.
7. If a customer qualifies for an automatic entry in accordance with clause 6 above and does not wish to participate in this promotion, they must clearly notify their participating authorised Subaru Retailer in person, over the phone, by SMS or through email before the relevant draw date as outlined in Clause 12.
8. Only one (1) entry is permitted per person.
9. 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.
10. Incomplete or cancelled purchases/services or purchases/services with incomplete, indecipherable or illegible service records will be deemed invalid.
11. 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.
12. Entries will be divided into groups according to the entrants State of residence, being either NSW or VIC. There will be one (1) draw for each State. Both draws will take place at Anisimoff Legal, Suite 5, Erina Plaza 210 Central Coast Highway Erina NSW 2250 on 11/01/2022 at 11:00am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw and their names will be published online at trivettsubaru.com.au and subarumelbourne.com.au on 12/01/2022.

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn from each State will each win a \$1200 Accor Holiday Voucher that includes four (4) complimentary night stays for 2 people, 4 breakfast vouchers for 2 people and 2 wine vouchers redeemable for 2x 700ml bottles of pre-determined house wine. Each winner can select one Accor property in Australia to redeem their voucher. There are over 300 Accor properties to choose from in Australia. Each prize must be redeemed in full and during one stay.
15. Any ancillary costs associated with redeeming an Accor Holiday Voucher are not included. Any unused balance of an Accor Holiday Voucher card will not be awarded as cash. Redemption of an Accor Holiday Voucher is subject to any terms and conditions of the issuer including those specified on the Accor Holiday Voucher.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or part of a prize) by the time stipulated by the Promoter, then the prize will be forfeited.
17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$1,200 in NSW and \$1,200 in VIC. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
20. 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.
21. 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.
22. 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.
23. 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) taking of a prize.

24. The Promoter collect personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in their Privacy Policy, which can be viewed at www.subaru.com.au/privacy-policy. In addition to any use that may be outlined in the Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).