

Keystar Autoworld Sales and Service Cruise Offer

Terms and Conditions

1 Promoter

Trivett Automotive Retail Pty Limited T/A Keystar Autoworld

2 Permit Number

N/A

3 Relevant State(s)

Queensland

4 Promotion Period

The competition will commence on 10/10/2024 and close at 5:00PM on 23/12/2024. The competition dates may change at the Promoter's absolute discretion.

All time references in this document refer to AEST.

5 Entry Restrictions

Entry is open to residents of the Relevant State(s) aged 18 years or older at the commencement of the Competition, except for fleet or government buyers.

Employees (and their immediate families*) of the Promoter, participating dealerships and agencies associated with this promotion are also ineligible to enter. If the names of any of these excluded persons are drawn their entries will be forfeited automatically.

** Immediate family means a person's spouse, parents, siblings, and family members residing at the same premises as the person.*

6 Verification Requirements

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 entrant 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.

Incomplete or indecipherable entries will be deemed invalid. 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. Entries will be deemed to be accepted at the time of receipt by the Promoter and not at transmission by the entrant.

The Promoter's decision is final and no correspondence will be entered into.

9 Draw Details

To enter the draw, individuals must purchase a new, demonstrator or used vehicle from the Promoter after 10/10/2024 and must take delivery by 5PM of 23/12/2024 (**'Purchaser Entrant'**) or place a retail repair order with the Promoter between 10/10/2024 and 5PM of 23/12/2024 (**'Repair Entrant'**). The competition will be drawn at 11.00 AM on 24/12/2024 at Keystar Autoworld sales and service locations. A total of eight (8) entrants will be drawn (one Purchaser Entrant and one Repair Entrant from each of the four Keystar Autoworld locations being Morayfield, Rothwell, Kippa-Ring and Petrie) and will be deemed the eight (8) winners for the Prize (**'Winners'**). The draw will take place in accordance with State Government regulations. The draw will be conducted by the Promoter. Draw method: A physical draw will be conducted.

10 Prize Details

The Prize is a two persons' ticket to a 3-night cruise, specifically the I521: Pacific Encounter Comedy Cruise operated by Carnival Australia and P&O Cruises scheduled to depart from the Port of Brisbane at 4PM on 26 April 2025 and arriving back at the Port of Brisbane at 6AM of 29 April 2025 (**'Prize'**) for each of eight (8) Winners. The time, date and departure dates are subject to change by the operators of the cruise and the Promoter is not responsible for notifying the Winners of such change. Each Winner is responsible for ensuring that they and the other person who will use a ticket in the Prize they won (**'companion'**) make their way to and are present at the departure point at the designated time and date. If a Winner or their companion is not present at the departure point at the time for departure, they will forfeit the Prize. If the cruise docks at any destination that requires the Winner and their companion to have a passport to enter, it is the responsibility of the winner to ensure that they possess the necessary passports.

Any additional expenses incurred by winner in collecting and using the Prize are at the Winner's cost. Where permissible by law, Trivett Automotive Retail Pty Limited exclude all liability for any loss, injury or expense that may arise by the Winner's use of the Prize. Prize values are accurate as at the commencement date for the competition. Some images are display only and may not be a true reflection of the Prize.

Total Prize pool value is up to \$6,384 (inc. GST).

Prizes are not transferable, or exchangeable and cannot be taken as cash or re-sold, unless otherwise specified. Each entrant is only entitled to one (1) Prize.

The Promoter reserves the right to substitute the Prize with another of equal or greater value if the advertised Prize becomes unavailable for any reason.

11 Notification and Publication of Winners

By accepting the Prize, winners agree to the use of their name, likeness, and entry for promotional purposes without additional compensation, unless prohibited by law.

Details of the Winner(s) will be displayed at <https://www.keystar.com.au/> after the draw on the 30/12/24. Winners will be contacted by phone and/or email.

12 Prize Claim Date and Unclaimed Prize Arrangements

The Promoter reserves the right to re-draw the winners on 24/03/2025 if no successful contact has been made on initial draw. If you are a Winner, you are responsible for your use of the Prize, including complying with all relevant laws and any applicable terms and conditions of use. If the Prize is not claimed by the Prize Claim Date or is deemed invalid in accordance with the Entry Restrictions, the Promoter reserves the right (subject to regulatory approval, if required) to sell that Prize. Proceeds from such sale will be paid to the Promoter to be used for not-for-profit purposes

13 Privacy

By entering the promotion, you consent to the use of your personal information by the Promoter and Sponsors, as set out in this clause and the Promoter's Privacy Policy. The Promoter may collect and use personal information submitted by you for the purpose of conducting the promotion and to send you marketing communications, and to enable the Promoter and the sponsors to send you marketing communications. If the personal information requested is not provided, you cannot participate in the promotion and are deemed ineligible. Personal information may be provided to third party organisations, including but not limited to agents, contractors and service providers of the Promoter, each of the sponsors, and if required, may be provided to Australian regulatory authorities. You can stop this information being used for this purpose by contacting the Promoter. All personal information will be stored on the information technology platforms of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected can be found at <https://www.keystar.com.au/privacy/> . A copy of the Privacy Policy of each of the sponsors may be viewed at each of their respective websites. If the Promoter or the sponsors send you marketing communications, they will always give you the opportunity to opt out from receiving any further marketing communications from them. To request access, update or correct information, or for any another privacy related questions, please contact the Promoter's Privacy Officer via email at privacy.officer@trivett.com.au. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer of personal information on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

14 General

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.

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, pandemic 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.

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

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.

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; (f) any change to the dates or other details relating to the Prize or (g) use of a Prize.