# RINGWOOD MAZDA – CX-60 DRIVE AWAY & WIN PROMOTION

## Competition Details

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| **Promotion Name** | **CX-60 DRIVE AWAY & WIN PROMOTION** |
| **Promoter** | The Promoter is Ringwood Mazda<br><br>ABN 301 086 603 47 of<br><br>395 Maroondah HWY, Ringwood, Melbourne, VIC, 3134 |
| **Promotion Type** | Game of chance. |
| **Promotion Period** | The Promotion will commence at 12.00am AEST 01/05/2022 and close on 11.59pm AEST 31/05/2023 (**Promotion Period**). |
| **Entry Restrictions** | This promotion is only open to residents of [Australia for purchases made in [Australia . Entrants under 18 years of age must get permission from a parent or guardian before entering. Employees (and their Immediate Families) of the Promoter, the Participating Store or its parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "Employees" means any directors, management, employees, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. "Immediate Family(ies)" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter).<br><br>The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion. The Promoter may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion. |
| ***How to enter*** | *To enter and be eligible to win, eligible entrants must, during the Promotion Period, purchase a Mazda CX-60 from Ringwood Mazda. They will then automatically go into the draw.* |
| **Prize draw** | There will only be one winner. The winner will be selected at random from all valid entries.<br><br>A random electronic prize draw will be conducted at [Ringwood Mazda 395 Maroondah HWY, Ringwood, Melbourne, VIC, 3134] (Draw Location) by the Promoter at 10am AEST on 05/06/2023.<br><br>The first single valid entry randomly drawn from all valid entries received at the time of the relevant draw will win the prize as detailed below. |
| **Prize details** | 1 x Major Prize |

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| | The ULTIMATE Sydney Luxury Weekender for 2 people<br><br>Presidential Suite and Overnight Yacht Stay<br><br>Inclusions:<br>**Yacht Stay**<br>- 1 night on a private yacht moored next to Luna Park<br>- Overnight cruise includes a two-hour sunset sail aboard a luxurious new yacht, equipped with a stereo, TV, quality linen and towels, and a private bathroom with separate hot water shower. All-inclusive dinner, and next day breakfast. Overnight mooring in Lavender Bay.<br>**Presidential Suite Stay**<br>- 1 night in the Presidential Suite of the Sir Stamford Circular Quay to include high tea in the afternoon, and dinner will be a private 3-course affair with matching wines, hosted in your suite's own dining room. Sumptuous breakfast and a 2pm late check out are also included! Subject to availability.<br><br>Exclusions:<br>-Transport to and from location is not included.<br>- Prize to be utilized between 6th June 2023 – 19th December 2023.<br>-The above prize is not redeemable on public holidays.<br><br>Unit prize value – 1 night Presidential Suite stay: up to AUD$3200.00<br>Unit prize value – 1 night Yacht stay: money can't buy |
| **Notification** | Winners will be notified by phone and in email on 05/06/3023. |
| **Prize Claim Date and Time** | Prizes must be claimed within 1 month of the draw date. |
| **Unclaimed Prize Draw** | If a prize remains unclaimed or is forfeited for any reason, the Promoter will conduct a further draw or draws as the Promoter deems necessary to distribute any unclaimed prize(s), subject to any written directions under relevant Lottery and Gaming Regulations. The Unclaimed Prize Draw (if any) shall take place at [10am AEST] on [05/07/2023] at the same location as the original draws.<br><br>Winners will be notified by phone and in email on the 05/07/23. |
| **Entry Limits** | Only one entry per customer. |
| **Addition prize terms** | Prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the Prize value. Prize winners advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to acceptance of their Prize. |
| **Promoter** | The Promoter is Ringwood Mazda ABN 301 086 603 47, 395 Maroondah HWY, Ringwood, Melbourne, VIC, 3134 |

**Terms and Conditions**

1. Information on how to enter the CX-60 Drive Away Promotion and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
    a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
    b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
    c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
7. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the [CX-60 Drive Away Promotion], as appropriate.
8. The Promoter may, in its absolute discretion, edit, modify, or delete any part of an entrant's entry.
9. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk.
10. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.
11. 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. 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. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
13. The Promoter may communicate or advertise this competition using Facebook and/or Instagram or another social media platform. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.
14. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
15. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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.
16. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law

(in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the [*Competition and Consumer Act 2010* (Cth).

17. Entrants also irrevocably 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
19. **CAUTION**: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
20. The Promoter is bound by the [Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at [http://www.dulux.com.au/privacy-policy]. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.
21. The Promoter is in no way sponsored, endorsed or administered by, or associated with, Sir Stamford at Circular Quay. Entrants are providing their information to the Promoter and not to Sir Stamford at Circular Quay. Each entrant completely releases Sir Stamford at Circular Quay from any and all liability in connection with this Promotion.