

## **“TRIVETT GIVEAWAY” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Victoria residents aged 18 years or over.
3. 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 1<sup>st</sup> cousin. Entrants must have a valid email address at the time of competition and by entering the competition agree to receiving marketing communications from the Promoter and each of the Sponsors.
4. Entries into the promotion open on 22/04/24 and close at 11:59PM AEDT on 24/04/24 (“**Promotional Period**”).
5. To be eligible to enter, entrants must attend a Melbourne Victory Game on 27/04/24 (Game Day). The winner will be selected at random during the games half time by the Promoter during the Promotional Period (“**Qualifying Entry 1**”) or register online through an email sent by Melbourne Victory between 22.04.24 to 24.04.24 (Online Entry) with the Promoter during the Promotional Period (“**Qualifying Entry 2**”).
6. To enter, entrants must complete the following steps during the Promotional Period:  
  
Qualifying Entry 1
  - entrants must attend a Melbourne Victory Game on 27/04/24;
  - be present when the prize is drawn  
Qualifying Entry 2
  - receive an email sent directly to the entrant
  - follow the prompts to enter and input the requested details including their first name, last name, phone number, email address
  - submit the fully completed entry form.
7. Only one (1) entry is permitted per person for Game Day 1 and Online Entry with a total of two (2) entries during the Promotional Period.
8. Entrants must retain their Melbourne Victory game ticket as proof of entry for Qualifying Entry 1. Failure to produce the proof of entry for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize.
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 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.

10. Incomplete or indecipherable entries 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 deemed to be accepted at the time of receipt by the Promoter and not at transmission by the entrant.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The draw will take place for Qualifying Entry 2 at Trivett Sydney, Level 2, 4 Burbank Place, Norwest NSW 2153 on 05.05.2024 at 12:00PM AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winner will be notified by email and by telephone and will be published on the Promoter's social media pages (subject to the permission of winners) from 05.05.2024.
15. There is a total of 4 drawn prizes during the Promotional Period.
16. Three (3) drawn entries on Game Day 1 will win the following competition prize ("Prize 1"):
  - a. the use of a Subaru loan vehicle either a Crosstrek, Outback or Forester ("Loan Vehicle") for up to 48 hours valued at up to \$500. Model and model variant is at Subaru Melbourne discretion and is dependent on stock availability.
  - b. a full tank of fuel in the loan vehicle to be used during the loan period.
  - c. Accommodation paid up to the value of \$1400 AUD used at the discretion of the customer.
17. The first (1) drawn Online Entry will win the following competition prize ("Prize 2"):
  - d. the use of a Subaru loan vehicle either a Crosstrek, Outback or Forester ("Loan Vehicle") for up to 48 hours valued at up to \$500. Model variant is at Subaru Melbourne discretion and is dependent on stock availability.
  - e. a full tank of fuel in the loan vehicle to be used during the loan period.
  - f. Accommodation paid up to the value of \$1400 AUD used at the discretion of the customer.

Collectively known as "**Prizes**"

18. Refer to Accor's Terms and conditions found at <https://terms.accor.com.au/giftcards/> to redeem Accor voucher. The Accor voucher will be sent to the winner within 5 business days from the draw.

19. The winner must pick up the Loan Vehicle from either the Essendon, Bundoora dealership and returned back to the dealership at the specified time.
20. It is a condition of accepting the Prize that the Winner sign any such documents the Promoter may require prior to accepting the Prize.
21. The Winner must be 18 years of age or older at the time of taking the Prize and must have a, current State or Territory driver's licence (which is not under suspension or cancellation) as at the date on which the Winner is to drive the vehicle, and for the duration of the loan car term.
22. Any traffic infringements, petrol costs, toll fees and similar costs incurred while driving the vehicle are the responsibility of the Winner. The Winner acknowledges and agrees that the Promoter will nominate the Winner as the responsible driver for any fine, toll or any other similar imposts received pertaining to the period during which the Winner is in possession of the vehicle, and the Winner will cooperate with the Promoter to allow it to do so (including, without limitation, providing the Promoter with any necessary information).
23. The Winner will be responsible for any insurance excess that becomes payable due because of damage to the vehicle while in the possession of the Winner.
24. Unless expressly stated in these terms and conditions all other expenses (including travel to and from the dealership, additional fuel and any tolls incurred etc.) become the responsibility of the Winner. The Winner acknowledges that they will not become entitled to any security interest in the vehicle because of winning the prize.
25. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
26. If any Prizes are 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.
27. Total prize pool value is up to \$13,300.00 AUD.
28. Prizes are not transferable or exchangeable and cannot be taken as cash or re-sold, unless otherwise specified.
29. A draw for any Prizes, if unclaimed, may take place on 27.04.2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and by telephone and will be published on the Promoter's social media pages (subject to the permission of winners) from 19.03.2024.
30. 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.
31. 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.

32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
33. 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.
34. 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 (f) use of a prize.
35. The Promoter collects 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 its Privacy Policy, which can be viewed at <https://www.subarumelbourne.com.au/privacy/>. In addition to any use that may be outlined in the Promoter's 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. The Promoter will not disclose PI to any entity outside of Australia.
36. The Promoter is TRIVETT AUTOMOTIVE RETAIL PTY LIMITED trading as Subaru Melbourne (ABN 894 000 806 904) of Level 2, 4 Burbank Place, Norwest NSW 2153 (ph. 02 8892 9199). ("**Promoter**").