### "FIRE UP YOUR YEAR WITH PEDDERS" FACEBOOK GIVEAWAY" PROMOTION

### **CONDITIONS OF ENTRY**

## **Background**

- 1. The Promoter is Pedder's Shock Absorber Service Pty Ltd (ABN 90 004 848 435) of 6 Bridge Road, Keysborough VIC 3173 and telephone (03) 9706 3500 ("Promoter").
- 2. Information on how to enter this promotion ("Promotion"), mechanics of entry and prizes forms part of the "Conditions of Entry". Entry into this Promotion is deemed acceptance of these Conditions of Entry.

# Eligibility

- 3. The Promotion starts at 9:00am (ADST) on 30/1/2017 and ends at 5:00pm (ADST) on 3/2/2017 ("Promotion Period").
- 4. The Promotion is only open to "Eligible Entrants": a. Who are residents of Australia aged 16 years or older. b. Who are not directors, management and employees of the Promoter and its related entities (and their immediate families), printers, suppliers, providers and agencies associated with this Promotion.

## **Entry Conditions**

- 5. To enter the Promotion, an eligible entrant must "comment" on the Promotion post on the Promoter's Facebook page <a href="https://www.facebook.com/PeddersSuspension">https://www.facebook.com/PeddersSuspension</a> in accordance with these terms and conditions during the Promotion Period.
- 6. By doing so, entrants agree to these Conditions of Entry for the Promotion. Entrants may only enter the Promotion once per Facebook account held.
- 7. The random selection of the prize winners of the Promotion will take place on 6/2/2017 at the Promoter's address (6 Bridge Road, Keysborough VIC 3173) between 1.00pm---5.00pm ADST.
- 8. The prize winners shall be notified by email on 6/2/2017, as well as having their name published on <a href="https://www.facebook.com/PeddersSuspension">https://www.facebook.com/PeddersSuspension</a> ("Promoter's Facebook Page") on 6/2/2017. All reasonable steps to notify the winners of the results of the draws will be taken by the Promoter. The decision is final and no correspondence will be entered into.
- 9. Only 1 entry per person entering pursuant to Condition 6 is permitted. Any subsequent entry from a person under Condition 6 after the first valid entry under Condition 6 is received will be invalid.
- 10. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Entries must be received by the Promoter during the Promotion Period. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries.
- 11. Entries will be deemed accepted at the time of receipt by the Promoter and

not at the time of transmission.

#### **Prize**

- 12. The "Major Prize" of the Promotion will receive a trip for 2 people to the "Clipsal 500 Adelaide Supercars" event in Adelaide, 3-5 March, 2017 and includes the following:
  - a) Flights: economy return to Adelaide from an Australian capital city airport, into Adelaide on Friday 3 March and out of Adelaide on Sunday 5 March;
  - b) Accommodation: twin share hotel in Adelaide CBD for Friday 3 and Saturday 4 March;
  - c) Hospitality: "VIP" corporate hospitality facility tickets including food and beverage catering on Saturday 4 and Sunday 5 March;
  - d) Spending Money: \$500, which the winners can use for airport transfers, meals etc;
  - e) The following experiences:
    - 1. Meet & Greet with Toby Price, World Motorsports Legend;
    - 2. Stadium Super Trucks VIP Experience;
    - 3. Aussie Racing Cars VIP Experience;
    - 4. Course Car Rides; and
  - f) A merchandise pack signed by Toby Price.

Total maximum Major Prize value is \$3,500 inc GST.

- 13. 4 "Minor Prizes" will also be chosen for the Promotion, with each Minor Prize winner to receive a gift card to their closest "Pedders Suspension" store valued at AUD\$100 including GST each:
  - Total Minor Prize value of \$400 inc. GST.
- 14. The Total maximum prize pool value is \$3,900 inc GST. The Prizes are not transferable or exchangeable. The Prizes must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in the Prize values.

### **Notification of Winners**

15. Eligible entrants must check their private Facebook messages to see if they have been notified as a winner. If the Winner or does not respond to the Promoter's notification on their relevant email account within 3 days, an alternative Winner will be selected and contacted. The Promoter takes no responsibility for a Winner who does not respond during the designated time frame and consequently forfeits a prize and their entry will be deemed invalid.

### **General Information**

16. The Promoter and the Eligible Entrant acknowledge that the Entrant is

- providing their personal information to the Promoter for the purposes of this Promotion.
- 17. If the Prize or an element of the Prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
- 18. It is a condition of accepting the prizes from this Promotion that the Winner may be required to sign a legal release/s or release/s in a form determined by the Promoter in its absolute discretion.
- 19. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
- 20. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with taking the prizes or using the prizes, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter and its agents associated with this Promotion take no responsibility for the prizes (or part of the prizes) damaged or lost in transit (if relevant).
- 21. If for any reason this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or if necessary to provide an alternative prize to the same value as the original prizes, subject to any written directions made under applicable State or Territory legislation.
- 22. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 23. As a condition of entering this Promotion, an Eligible Entrant consents to, in the event they are the winner, the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Eligible Entrant agrees that, in the event they

- are the winner, the Eligible Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents.
- 24. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information about an entrant to include the entrant in this Promotion and, where appropriate, award the Prize. If the personal information requested is not provided, the entrant cannot participate in this Promotion and is deemed ineligible. An entrant also agrees that in the event the entrant is the winner, publish or cause to be published the entrant's name and locality in any media, as required under the relevant State or Territory legislation.
- 25. Any questions, comments or complaints regarding the Promotion must be directed to the Promoter at social@pedders.com.au and not to Facebook.
- 26. Authorised under NSW Permit No. LTPS/17/10943, ACT Permit No. ACT TP 17/00103.

### **Facebook Conditions**

- 27. The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
- 28. By entering this Promotion, each entrant releases Facebook from any action or claim arising out of the Promotion.
- 29. At all times, entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <a href="https://www.facebook.com/legal/terms">https://www.facebook.com/legal/terms</a>.
- 30. Posted comments must not include any swearing, derogatory or racist commentary, inflammatory commentary, imagery or commentary displaying alcohol abuse, imagery including nudity and/or unauthorised commercial communications such as spam and any such posts or comments will be removed by the Promoter.