



## **"2024 SUBARU WINTER SERVICE" 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. The Promoter is Subaru (Aust) Pty Limited (ABN 95 000 312 792) of 4 Burbank Place, Norwest NSW 2153, telephone: 02 8892 9111 ("**Promoter**").
3. Entry is only open to residents of NSW, VIC, ACT, TAS, SA, WA, QLD and NT 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 1<sup>st</sup> cousin.
5. Entries into the promotion open on 03/04/2024 and close at 11:59pm AEST on 30/06/2024 ("**Promotional Period**").
6. To receive an automatic entry into the draw, individuals must book a service online or directly with their nearest Subaru dealership and undertake a scheduled service on their Subaru vehicle at any Subaru Service Centre nationally 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 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 services or 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. The draw will take place at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 on 04/07/2024 at 11:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published online at [www.subaru.com.au](http://www.subaru.com.au) from 11/07/2024.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win:
  - Four (4) nights' accommodation for two (2) adults at the Subaru Alpine Retreat at Hotham, Victoria between 26/08/2024 and 30/08/2024 (inclusive) (valued at up to \$4,600);
  - Lift tickets and ski hire for two (2) adults for four (4) days (valued at \$1,476);
  - Return interstate flights (if required) to and from winner's nearest capital city to Albury, New South Wales for two (2) adults (valued at up to \$2,062). For clarity, if flights are not required, flights will not form part of the Prize and this element will be forfeited and will not be awarded or substituted as cash;
  - An SUV for the weekend to be collected from Subaru Albury, NSW (valued at \$796); and
  - A \$500 Visa pre-paid gift card (to be awarded to the winner only).

(the "**Prize**")
15. For clarity, the Prize must be redeemed in full and taken between 26/08/2024 - 30/08/2024 (inclusive). If the winner cannot travel on these dates, the Prize will be forfeited.
16. The Prize does not include any ancillary costs or expenses associated with the Prize, including but not limited to transfers to and from airports, meals, items of a personal nature, in-room charges or any other costs of a similar nature. The winner may be required to present their credit card for accommodation check-in. The Prize is subject to the terms and conditions of individual service providers.
17. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card itself.
18. Subject to the unclaimed prize draw (clause 21 below), if for any reason a winner does not take / redeem the Prize (or part of a Prize) by the time stipulated by the Promoter, then the Prize will be forfeited. The date of the Prize cannot be changed, if the winner cannot take the Prize on the agreed dates, the Prize will be forfeited and redrawn.
19. If the Prize (or any part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute all or part of the Prize with all or part of another prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is up to \$9,434. Any unused portion of the Prize are not transferable or exchangeable and cannot be taken as cash, unless otherwise stated.
21. A draw for the Prize, if unclaimed, may take place on 06/08/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The new winner of the Prize, if any, will be notified in writing within two (2) business days of the draw and their name will be published online at [www.subaru.com.au](http://www.subaru.com.au) from 13/08/2024.



22. In the event of war, terrorism, epidemic, pandemic, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify the Prize, subject to any written directions from a relevant regulatory authority.
23. 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, epidemic, 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.
24. 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.
25. 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.
26. 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 the Prize.
27. 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](http://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).

SA Permit No. **T24/ 510**. ACT Permit No. **TP24/ 00632**.

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