



## Subaru Australia Henty Machinery Field Days Competition 2024

### Terms and Conditions of Entry

#### **General**

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

#### **Who can enter**

3. Subject to the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of entry.
4. Entries received from 17/09/2024 until 19/09/2024 are considered valid to be included in the draw.
5. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 1st cousin.
6. The Promoter is Subaru (Aust) Pty Ltd (ABN 95 000 312 792) (the '**Promoter**'). The Promoter's address is Level 2 4 Burbank Place, Norwest, NSW 2153.

#### **How to enter**

7. To enter Eligible Entrants must, during the Promotional Period (defined below): scan the QR code displayed at Subaru's stand during the Henty Machinery Field Days event. Entrants must enter their details into the Competition Page:  
<https://www.surveymonkey.com/r/TVD95MV>
8. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

#### **Number of Entries permitted**



9. Only one entry per person will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated.

#### **Open, Close, Draw and Publish dates**

10. The competition commences on **17/09/2024** at **12:01 AM** and closes **19/09/2024** at **11:59 PM** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
11. The winner will be the first valid entry drawn at Brand Faction, Building 21, Disney Studios Australia, 38 Driver Ave Moore Park NSW 2096 on **26/09/2024** at **12:00 PM**. The Promoter will ensure that all entries have an equal chance of winning a prize.
12. This is a game of chance.
13. The winner will be notified by email and telephone within two business days of the draw. Their name will also be published on **01/10/2024** at [www.subaru.com.au/competition-terms](http://www.subaru.com.au/competition-terms) for 28 days.
14. Prizes (or in the case of vouchers, prize confirmations) will be sent by email to the winner's nominated email address within 28 days of the draw.
15. The Promoter may conduct such further draws on **16/01/2025** (at 12:00pm at Brand Faction, Building 21, Disney Studios Australia, 38 Driver Ave Moore Park NSW 2096) as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **21/01/2025** at [www.subaru.com.au/competition-terms](http://www.subaru.com.au/competition-terms) for 28 days.

#### **Prize on offer**

16. The total prize pool is valued at up to \$200 (Including GST), as at 9/09/2024.
17. The total number of competition winners in this competition is one. The prize on offer is:



Number of winners	Prize description	Value of each
1 Winner	<p>1 x BP Gift Card.</p> <p>Note: This offer is not redeemable for cash and is not valid with any other offers and is not transferable. Limit of one gift card per trade customer. Gift voucher terms can be found at <a href="https://www.bp.com/en_au/australia/home/products-services/cards/bp-gift-card.html">https://www.bp.com/en_au/australia/home/products-services/cards/bp-gift-card.html</a></p> <ul style="list-style-type: none"><li>• A BP Gift Card will be sent via email to the winner's registered email address</li><li>• The BP Gift Card is not exchangeable for cash. The winner will be reminded via email of expiry dates.</li></ul>	\$200

**Further Terms and Conditions**

18. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will



be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.

19. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
20. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
21. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
22. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
23. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
24. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No



correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

### **Privacy Collection statement**

25. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://www.subaru.com.au/privacy-policy>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Subaru (Aust) Pty Ltd (ABN 95 000 312 792) of Level 2 4 Burbank Place, Norwest, NSW 2153.

### **Copyright, Statutory guarantees, Waiver and liability**

26. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
27. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
28. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
29. The Promoter (subject to regulatory approval) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter, its representatives and of entrants. The extent of any such amendment or other action will be proportionate to the reasons giving rise to such action. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. The



Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
31. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
32. 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) use of a prize.