



Confidence in Motion

Subaru x Perisher x Superdry x American Tourister 'snow giveaway' 2020 ("Promotion")

Terms & Conditions

Promoter: Subaru (AUST) PTY Ltd ABN 95 000 312 792 of Level 2, 4 Burbank Place, Norwest, NSW 2153.

Sponsor 1: Perisher Blue Pty Limited ACN 061 232 488 ATF Snow Trust, Perisher Centre, Perisher Valley, NSW 2624.

Sponsor 2: Brand Collective Pty Ltd ACN 098 742 628 trading as Superdry of 332 Lorimer Street, Port Melbourne, VIC 3207, which is the licensee of the Superdry brand in Australia.

Sponsor 3: Samsonite Australia Pty Ltd (ABN 31 006 363 248) of 5 Anzed Court, Mulgrave, VIC 3170.

How to Enter

1. Information on how to enter, mechanics of entry and prizes form part of these Terms and Conditions. Entry into this promotion constitutes acceptance of these Terms and Conditions. It is important that you read and understand these Terms and Conditions.
2. The Promotion will be conducted via the Promoter's website at www.subaru.com.au/snow-getaway
3. The promotional period will commence at **9.00 am (AEST) Friday, 7 August 2020** and finishes at **11:59 pm (AEST) Monday, 31 August 2020** ("Promotional Period").
4. To enter, you must be a resident of either New South Wales or the Australian Capital Territory, and during the Promotional Period:
 1. Go to www.subaru.com.au/snow-getaway, enter your contact details (full name, email address, contact number and postcode); and
 2. Answer the following question: *'In 25 words or less, tell us why you deserve to win this incredible snow getaway prize package.'*
5. One entry only per person.

Judging Process and Prizes

6. Entries will be judged by a judging panel comprised of members of the marketing team of the Promoter. Judging will take place after the close of the Promotional Period, and one (1) winning entry will be chosen based on the judging panel's assessment of the most creative entry (the "**Winner**"). The judging panel's decision as to the Winner is final and no correspondence will be entered into.



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Prize

7. The Winner will win the following competition prize (the "Prize"):
 - a. A Subaru loan vehicle for a loan for up to 4 days valued at up to \$600;
 - b. a 2-night stay at the Perisher Valley Hotel for 2 people (including breakfast and dinner if stay is redeemed prior to 15th September 2020) valued at up to \$2650;
 - c. 2 adult ski tube tickets valid for 2 days valued at \$146;
 - d. 2 adult lift passes valid for 2 days valued at \$692;
 - e. 2 adult performance snow gear hire (including skis, snowboards, boots, poles and helmets) valid for 2 days valued at \$426;
 - f. a Superdry Snow merchandise pack valued at up to \$1500; and
 - g. an American Tourister luggage set including a 55cm, 69cm and 78cm suitcase in black valued at \$867
8. Total Prize pool worth approximately: **AUD \$6881.00**. The Promoter accepts no responsibility for any variation in the prize value. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
9. Supply of the Prize is subject to the following terms and conditions:
 - a. Two-night stay at Perisher Valley Hotel must be taken during the 2020 snow season.
 - b. Hotel stay, ski tube tickets, lift passes, and snow gear hire elements of the Prize are subject to the terms and conditions of the relevant supplier which will be made known to the Winner prior to, or at the time of, redemption.
 - c. The Winner will be responsible for any costs associated with redemption of the Prizes. All travel, accommodation (except the trip designated in the Prize Package), transfers to and from airports and accommodation, meals, insurance and all other ancillary costs are the responsibility of the Winner. For the avoidance of doubt, the Promoter is not responsible for any item, service, cost, claim or matter not expressly stated to be included in a Prize, howsoever the same may arise.
 - d. The Prize (including each element of the Prize) is not transferable or exchangeable and cannot be taken as cash or sold for cash. The Prize must be taken as offered and cannot be varied. The Prize is not valid in conjunction with any other offer. The Promoter accepts no responsibility for any taxation implications which may arise from the redemption of the Prize. If any component of the Prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a similar prize element of equivalent value will be awarded in lieu.
 - e. Prize is for the Winner and a nominated companion only and is not transferable.
 - f. All components of the prize must be taken together or otherwise are deemed to be forfeited.
 - g. Travel is subject to any government issued travel restrictions (e.g. boarder closures), booking availability and blackout periods may apply.

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- h. If the Winner and/or their nominated companion is unable to travel in accordance with the restrictions above for any reason whatsoever, the Winner shall be deemed to have forfeited the Prize and an alternative Winner may be chosen. If for any reason a Winner drops out of redeeming the Prize due to health or personal reasons, the Promoter has the right to select another Winner subject to directions from a regulatory authority.
 - i. Supply of the Subaru loan vehicle element of the prize is subject to the following terms and conditions: The loan and use of the loan car element of the Prize is subject to booking and availability and the Promoter's standard loan vehicle Terms and Conditions in relation to test drives and similar arrangements. Promoter will use its best endeavours to supply either a Subaru Forester or Subaru Outback as the loan car. Subject to Promoter being satisfied that the Winner is legally entitled to operate the loan car, the Winner will be covered by Promoter's insurance policy over the loan car (note drivers under the age of 25 are not covered by Promoter's insurance over turbocharged vehicles). The loan car must be collected from and returned to the Winner's nearest authorised Subaru Retailer. It is a condition of accepting the Prize that the Winner sign any such documents the Promoter may require prior to accepting the Prize. The Winner must be 18 years of age or older at the time of taking the Prize and must have a full, current and unrestricted 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. 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). The Winner will be responsible for any insurance excess payable because of damage to the vehicle while in the possession of the Winner. 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.
10. The name of the Winner will be published on www.subaru.com.au/competition-terms and the Winner will be advised by phone/email on **1 September 2020**. All reasonable steps to notify the Winner of the results of the judging will be taken by the Promoter.
11. The Winner must claim the Prize from the Promoter by **11:59 pm (AEST) on Friday 4 September 2020**. If a Prize is not claimed by this date, that winning entry will be deemed invalid and the judging panel will select a new winning entry from the pool of remaining entries, on Monday 7 September 2020 at the Promoter's operational residence (4 Burbank Pl Baulkham Hills, Norwest 2153, NSW, Australia). Any new Winner will be advised of the results of the judging panel within two (2) days of judging with his or her name being published on www.subaru.com.au/competition-terms as well as being advised by phone/email.
12. A Winner and/or his or her companion must conduct themselves in a polite and respectful manner while redeeming any element of the Prize event and must not behave in any way



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which might bring disrepute to the Promoter, its activities or products. If the Promoter considers that a Winner or his or her companion is engaging in unacceptable conduct, the Promoter may, in its absolute discretion, require that the Winner and his or her companion leave the venue which is the subject of an element of the Prize.

Eligibility of Entrants and Entries

13. Entry is free and open to residents of New South Wales and the Australian Capital Territory that are aged 18 years and over. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of the promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first 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.
14. You may only enter in your own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion. Any entry of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to verify the validity of any entry and to request that you produce (within the requested time) appropriate photo identification or other documentation in order to confirm your identity, eligibility to enter and claim a Prize, and any other information submitted by you in entering the Promotion, before issuing a Prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or you or your entry have not been verified to the Promoter's satisfaction, then your entry will be ineligible and deemed invalid. The Prizes will only be awarded following any Winner validation and verification that the Promoter requires in its sole discretion.
15. The Promoter reserves the right to request proof of residency at the stated address and identification for verification (to the Promoter's satisfaction in its discretion) before issuing the Prize. Incomplete or incomprehensible entries will be deemed invalid. The Promoter's decision to disqualify an entry is final and no correspondence will be entered into. No responsibility will be taken for lost, late or misdirected entries.
16. Entries will be deemed accepted and final at the time of receipt by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries.
17. Any entry that contains content that the Promoter (in its absolute discretion) considers to be incomplete, inaccurate, erroneous, ineligible, incomprehensible, offensive, objectionable or inappropriate in any way will be deemed invalid.
18. By entering this Promotion, you warrant to the Promoter that your entry does not contain content that:
 - a. violates the privacy rights, copyright, contract rights or other rights (including but not limited to intellectual property rights) of any person, corporation or entity;



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- b. is illegal, contrary to any laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous, offensive or objectionable;
 - c. includes an image or reference to another person that you have submitted without that person's consent;
 - d. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - e. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
 - f. is contrary to the requirements or directions of relevant regulators;
 - g. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spamming"; and/or
 - h. contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information.
19. The Promoter reserves the right to disqualify you for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Terms and Conditions; or (c) if you are 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 you are reserved.

Liability, Indemnities and Warranties

20. Subject to regulatory authority requirements, the Promoter may cancel, modify, suspend or delay the Promotion at any time if something happens that is beyond its reasonable control, including for any technical or operational reason or by reason of anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion.
21. Nothing in these Terms and Conditions purports to limit, exclude or modify the non-excludable statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 or similar consumer protection law in the states and territories of Australia.
22. Subject to clause 21 above, the Promoter, its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law, for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, the promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; (iv) acceptance, redemption and/or use of any element of the Prize; (v) personal injury or death and/or (vi) property damage.

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23. As a condition of entering this Promotion, in the event you are the Winner, you consent to the Promoter using your entry (including your Photograph), 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. You also agree that, in the event you are the Winner, you will participate in all reasonable promotional activities in relation to the Promotion as requested by the Promoter and its agents.
24. By entering the Promotion, you consent to the use of your personal information as set out in this Clause 25. The Promoter may collect and use personal information submitted by you for the purpose of conducting the Promotion and to send you marketing communications, and to enable the Sponsor's to send you marketing communications. If the personal information requested is not provided, you cannot participate in the Promotion and are deemed ineligible. Personal information may be provided to third party organisations, including but not limited to agents, contractors and service providers of the Promoter, and, each of the Sponsors, and if required may be provided to Australian regulatory authorities. You can stop this information being used for this purpose by contacting the Promoter. All personal information will be stored on the information technology platforms of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected can be found at <https://www.subaru.com.au/privacy-policy>. A copy of the Privacy Policy of each of the Sponsor's may be viewed at each of their respective websites. If the Promoter or the Sponsor's send you marketing communications, they will always give you the opportunity to opt out from receiving any further marketing communications from them. To request access, update or correct information, or for any another privacy related questions, please contact the Promoter's Privacy Officer on the contact details listed in Clause 1 of these Terms and Conditions. All entries become the property of the Promoter.
25. Any provision (or part thereof) of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions (or parts thereof) of these Terms and Conditions nor affect the validity or enforceability of that provision (or part thereof) in any other jurisdiction.
26. This promotion involves a game of skill. Luck plays no part in determining the Winner.

Amendments to Terms and Conditions

27. The Promoter reserves the right to amend, delete or add to these Terms and Conditions, subject to any regulatory authority requirements, at any time without prior notice. You will be bound by such changes. The Promoter will post any changes to the Terms and Conditions on <https://www.subaru.com.au/competition-terms>.

Governing Law

28. These terms and conditions are governed by, and are to be construed in accordance with, the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and any court hearing appeals from those courts.