



## SUBARU "FORESTER ACCOR TEST DRIVE & WIN" PROMOTION

### TERMS AND CONDITIONS

**Promoter:** Subaru (Aust) Pty Limited (ABN 95 000 312 792) of Level 3, 58 Norwest Boulevard Norwest, NSW 2153, telephone: 02 8892 9111 ("**Promoter**").

#### **How to Enter**

1. Information on how to enter and the Prize(s) (defined below) 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. Subject to clause 21 below, entry is only open to all residents of Australia who have fulfilled the requirements set out below ("**Eligible Entrants**"). Entrants must be aged 18 or over, as of the date of entry.
3. The promotional period will commence at 12:01AM AEST on 1 October 2025 and close at 11:59PM AEDT on 12 November 2025 ("**Promotional Period**").
4. To enter, Eligible Entrants must, during the Promotional Period, complete a test drive in a new Subaru Forester vehicle at any participating Subaru dealership in Australia ("**Qualifying Activity**"), scan the QR code displayed within the Subaru dealership and enter their details into the competition page: [www.subaru.com.au/forester-test-drive-and-win](http://www.subaru.com.au/forester-test-drive-and-win). For the purposes of this promotion, any Subaru dealership that displays material advertising the promotion is deemed a "**Participating Dealership**".
5. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Activity completed during the Promotional Period; (b) each entry must be submitted separately and in accordance with the entry requirements; and (c) only one (1) prize permitted per person (excluding SA).
6. For clarity, incomplete test drives will not be deemed a valid Qualifying Activity and will not be eligible for entry into this promotion.

#### **Prize Draw**

8. The draw will take place at Anisimoff Legal, Level 3/162 Collins St, Melbourne VIC 3000 on 17 November 2025 at 12:00PM AEDT in the presence of an independent scrutineer ("**Prize Draw**"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
9. The winners will be notified by phone and in writing by email within two (2) business days of the Prize Draw and their first initials, surnames and postcodes will be published online at [www.subaru.com.au/Forester-Accor-test-drive-promotion](http://www.subaru.com.au/Forester-Accor-test-drive-promotion) from 19 November 2025. All reasonable steps to notify winners will be taken by the Promoter.
10. The Promoter's decision is final and no correspondence will be entered into.

#### **Prize**

11. The first one hundred and fifty (150) valid entries drawn in the Prize Draw will each win an ALL Accor+ Explorer Membership for 12 months, retailed at \$349 (the "**Prize**"). More details on ALL Accor+ Explorer membership are available [here](https://www.accorplus.com/au/benefits/) (https://www.accorplus.com/au/benefits/).



12. Total Prize pool value is \$52,350. The Promoter accepts no responsibility for any variation in the prize value. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
13. All winners will be notified via email communication from ALL Accor+.
14. The Prize is subject to the following terms and conditions:
  - (a) ALL Accor+ Explorer memberships are subject to ALL Accor+'s prevailing terms and conditions, which will be made known to the winners prior to or at the time of redemption, and cannot be varied.
  - (b) Winners will be responsible for any costs associated with using the Prize. 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.
15. The Promoter accepts no responsibility for any taxation implications which may arise from the redemption of the Prize.
16. If the Prize becomes unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize of equivalent value and/or specification, subject to any written directions from a regulatory authority.
17. Prizes are for the winners only and are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify the Prize, subject to any written directions from a relevant regulatory authority.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
20. Winners must claim the Prize from the Promoter by 16 December 2025 at 11:59PM AEDT. If a Prize is not claimed by this time, an unclaimed prize draw will take place on 17 December 2025 at the same time and place as the original draw, from the pool of remaining entries, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email within two (2) business days of the draw and their first initials, surnames and postcodes will be published at [www.subaru.com.au/competition-terms](http://www.subaru.com.au/competition-terms) from 19 December 2025.

#### **Eligibility of Entrants and Entries**

21. The directors, management and employees (and their immediate families) of the Promoter, Subaru dealerships, 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.
22. 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.



23. Entrants may only enter in their own name. 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. Incomplete or incomprehensible entries will be deemed invalid. 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 decision to disqualify an entry is final and no correspondence will be entered into. The Promoter's legal rights to recover damages or other compensation are reserved.
24. 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.
25. 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.
26. Incomplete or indecipherable entries will be deemed invalid.

#### **Liability, Indemnities and Warranties**

27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. The Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to a) disqualify any entrant, or b) subject to any written directions from a regulatory authority, cancel, modify, suspend, terminate, cancel or delay the Promotion at any time, as appropriate, if the promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated, due to any reason beyond the Promoter's reasonable control, including, but not limited to, any technical or operational reason, unauthorised intervention or fraud.
29. 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 ("**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.
30. Subject to clause 29 above, the Promoter (including its respective officers, employees, associated agencies and companies) is not responsible for and excludes all liability (including negligence), except for any liability that cannot be excluded by law, for any personal injury, or any loss and/or damage (including loss of opportunity), whether direct, indirect, special or consequential, 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) 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; (iv) any variation in prize value to that stated in these Terms and Conditions; (v) personal injury or death; (vi) property damage; (vii) any tax liability incurred by a winner or entrant; or (viii) use / taking of a prize.



31. As a condition of entering this Promotion, in the event an entrant is the winner, they consent to the Promoter using their entry (including 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. Entrants also agree that, in the event they are the winner, they will participate in all reasonable promotional activities in relation to the Promotion as requested by the Promoter and its agents.
32. By entering the Promotion, entrants consent to the use of their personal information as set out in this Clause 36 and the Promoter's Privacy Policy. The Promoter may collect and use personal information submitted by entrants for the purpose of conducting the Promotion and to send entrants marketing communications. If the personal information requested is not provided, entrants 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 if required, may be provided to Australian regulatory authorities. Entrants 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>. If the Promoter sends marketing communications, they will always give recipients the opportunity to opt out from receiving any further marketing communications from them. To request access, update or correct information, or for any other privacy related questions, entrants must contact the Promoter's Privacy Officer via email at [privacy.officer@subaru.com.au](mailto:privacy.officer@subaru.com.au).
33. 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), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard. 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.

NSW Authority No. TP/ 04632. SA Permit No. T25/ 1766. ACT Permit No. TP25/ 02310.