Subaru Accessories Campaign Promotion Terms and Conditions

TERMS AND CONDITIONS

1. Information on how to enter and the Prize(s) (defined below) 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 Australian residents aged 18 years or over.

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 1st cousin.

5. Entries into the promotion open on 01/04/2023 and close at 11:59pm AEST on 30/06/2023 (**"Promotional Period"**).

6. To receive an automatic entry into the relevant draw, individuals must purchase any genuine Subaru accessory at any Subaru Dealership nationally during the Promotional Period (**"Qualifying Transaction"**). For clarity, genuine Subaru accessory packs are **included** as part of this promotion. Individuals must ensure they have provided their full name, telephone number, street address (excluding PO Box addresses) and email address to a member of staff at their Subaru Dealership where their Qualifying Transaction was made in order 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 relevant draw date as outlined in Clause 12.

8. Only one (1) entry is permitted per person per month.

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, cancelled or refunded Qualifying Transactions 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. There will be a total of three (3) draws conducted for this Promotion (each a "**Monthly Draw**"). Entries into each Monthly Draw open and close on the dates/times indicated in the table below. The Monthly Draws will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW

2250 on the dates/times indicated in the table below. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email and by telephone and their names will be published at www.subaru.com.au within seven (7) days after each draw is complete. All non-winning entries in each Monthly Draw will **NOT** be entered into all subsequent draws.

Draw	Date Entries Open	Date Entries Close	Date and time of prize draw	Number of winners	Winners published
Draw 1	01/04/2023	11:59PM AEST on 30/04/2023	04/05/2023 at 12:00PM AEST	1	11/05/2023
Draw 2	01/05/2023	11:59PM AEST on 31/05/2023	05/06/2023 at 12:00PM AEST	1	09/06/2023
Draw 3	01/06/2023	11:59PM AEST on 30/06/2023	04/07/2023 at 12:00PM AEST	1	11/07/2023

13. The Promoter's decision is final and no correspondence will be entered into.

14. The first valid entry drawn in each Monthly Draw will each win:
    - The value equal to the total amount paid for the winner's Qualifying Transaction (up to a total of $4,999), which will be paid in the form of a physical EFTPOS gift card (sent by registered post). For clarity, if a winner's Qualifying Transaction is a total of $250, then that winner will win a physical EFTPOS gift card to the value of $250. If a winner's Qualifying Transaction is a total of $7,500, that winner will win a physical EFTPOS gift card to the value of $4,999;
    - 1 x ski and snowboard 2023 winter season pass across Perisher, Falls Creek & Hotham for two (2) adults (valued at $2,498); and
    - 1 x $1,000 Helly Hansen voucher.

    (a "**Prize**")

15. Any ancillary costs associated with redeeming an EFTPOS gift card are not included. Any unused balance of an EFTPOS gift card will not be awarded as cash. Redemption of an EFTPOS gift card is subject to any terms and conditions of the issuer including those specified on the EFTPOS gift card itself.

16. Subject to the unclaimed prize draw, 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.

17. 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.

18. Total Prize pool value is up to $25,491. Any unused portion of the Prize are not transferable or exchangeable and cannot be taken as cash.

19. A draw for the unclaimed Prize(s) may take place on 08/08/2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will be notified in writing within seven (7) days of the draw and their name will be published online at www.subaru.com.au from 11/08/2023.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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. 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).

NSW Authority No. TP/ 02545. SA Permit No. T23/392. ACT Permit No. TP23/00512