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# Subaru Australia 2022 H1 Trade Promotion Terms and Conditions

## General

1. Information on how to enter and prizes form part of the Terms and Conditions. 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 clause 4 below, entry is open to automotive businesses operating in Australia (“**Eligible Business**”) or individuals who are Australian residents aged 18 years or over who work within the automotive trade industry and who have a valid trades card (“**Eligible Individual**”). Where relevant Eligible Businesses and Eligible Individuals will collectively be referred to as (“**Eligible Entrants**”). Publicly listed companies and employees of any publicly listed company are ineligible for this promotion.
4. 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.
5. The Promoter is Subaru Aust Pty Ltd (ABN 95 000 312 792) of 4 Burbank Place, Norwest NSW 2153, Telephone: 02 8892 9111 (the “**Promoter**”)

## How to enter

6. To enter Eligible Entrants must make a **Qualifying Spend** during the Promotional Period (defined below) by either:
  - a) purchasing a minimum of \$3,000 (Ex GST) of Genuine Subaru Mechanical Components from a participating authorised Subaru Wholesale Parts Dealer; or
  - b) purchasing a minimum of \$7,500 (Ex GST) of Genuine Subaru Collision Components from a participating authorised Subaru Wholesale Parts Dealer.

A full list of participating authorised Subaru Wholesale Parts Dealers are as follows:

NSW	SA	QLD	VIC
Bradstreet Parts (Newcastle) Suttons Subaru (Chullora) McGraths Subaru (Liverpool) Tynans Subaru (Sutherland) Ryde Subaru (Ryde)	Jarvis Subaru (Adelaide) Eblens Subaru (Glenelg)	von Bibra Subaru (Gold Coast) City Subaru Brisbane Cricks Subaru (Maroochydore) Wippells Subaru (Toowoomba)	Frankston Subaru Geelong Subaru





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ACT	WA
Capital Subaru	Parts WA (Perth)

Eligible Entrants will be awarded entries into the next Monthly Draw, the Minor Draw and the Major Draw as follows:

- For every Qualifying Spend on Mechanical Components made during the Promotional Period, an Eligible Entrant will receive one (1) entry into each draw for every \$500 (Ex GST) spent – i.e. for a spend of \$3,000 (Ex GST) on Mechanical Components, the Eligible Entrant will receive six (6) entries. For clarity, if an Eligible Entrant spends \$1,200 (Ex GST) on Mechanical Components, they will not receive any entries, unless subsequent transactions accumulate to a total spend over \$3,000 (Ex GST).
- For every Qualifying Spend on Collision Components made during the Promotional Period, an Eligible Entrant will receive one (1) entry into each draw for every \$1,500 (Ex GST) spent – i.e. for a spend of \$7,500 (Ex GST) on Collision Components, the Eligible Entrant will receive five (5) entries. For clarity, if an Eligible Entrant spends \$3,000 (Ex GST) on Collision Components, they will not receive any entries, unless subsequent transactions accumulate to a total spend over \$7,500 (Ex GST).

For clarity, only orders that are invoiced will be eligible for the purposes of this competition. Orders must be placed and invoiced during the Promotional Period. Qualifying Spend does not need to be made in a single transaction, but can be made up over a number of transactions during the Promotional Period. Where a Qualifying Spend is made on behalf of an Eligible Business, the entry is awarded to the Eligible Business and not the individual who placed the order for the Qualifying Spend on behalf of the Eligible Business.

7. Eligible Entrants must place the order through the standard Subaru Wholesale Parts Network process and provide the relevant contact details on request to be eligible to win. Eligible Entrants may only enter in their own name.
8. Incomprehensible, illegible, and incomplete entries may be deemed invalid.

### **Number of Entries permitted**

9. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement; (b) each entry must be submitted in accordance with entry requirements.
10. Eligible Entrants must retain their original receipts, documents or tags to validate proof of purchase during the Promotional Period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, to demonstrate that the entrant has complied with these Terms and Conditions. Any Eligible Entrant found to be sharing any receipt or other proof to demonstrate proof of purchase with any other Eligible Entrant, whether or not related in any way, will have all entries invalidated and will not be able to claim a prize. If such an Eligible Entrant is awarded a prize and then found to have breached this clause, the Eligible Entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any Eligible Entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the





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Eligible Entrant has breached this clause. An Eligible Entrant must provide any requested documentation to the Promoter upon request.

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

11. The competition commences on **04/01/2022** at **12:01am AEDST** and closes **30/06/2022** at **11:59pm AEST** ("Promotional Period"). Entries must be received by the Promoter prior to the end of the Promotional Period.
12. There will be twenty-nine (29) draws for this promotion, which will take place on the dates and times in the table below. Each draw will take place at **Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250**.
13. Entries into the Minor Draws and Monthly Draws will be divided into the following State/Territory Groups: QLD; NSW/ACT; VIC; and SA/WA.

Draw	Entries Open	Entries Close	Draw Date/time	Publication Date
<b>Monthly Draws</b>				
Round 1 (4 draws split by State/Territory)	04/01/22	31/01/22	08/02/22 at 11:30am AEDT	10/02/22
Round 2 (4 draws split by State/Territory)	01/02/22	28/02/22	08/03/22 at 11:30am AEDT	10/03/22
Round 3 (4 draws split by State/Territory)	01/03/22	31/03/22	08/04/22 at 11:30am AEST	12/04/22
Round 4 (4 draws split by State/Territory)	01/04/22	30/04/22	06/05/22 at 11:30am AEST	10/05/22
Round 5 (4 draws split by State/Territory)	01/05/22	31/05/22	10/06/22 at 11:30am AEST	14/06/22
Round 6 (4 draws split by State/Territory)	01/06/22	30/06/22	12/07/22 at 11:30am AEST	14/07/22
<b>Minor Draws</b>				
(4 draws split by State/Territory)	03/01/22	30/06/22	12/07/22 at 12pm AEST	14/07/22
<b>Major Draw</b>				





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(National entry pool)	03/01/22	30/06/22	12/07/22 at 1pm AEST	14/07/22
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14. Non-winning entries in each Monthly Draw will be entered into any subsequent Monthly Draw and all entries (including winners in a Monthly Draw) will be entered into the Minor Draw for their State/Territory and the Major Draw.
15. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The Promoter will ensure that all entries have an equal chance of winning a prize.
16. The winners will be notified in writing by email and phone within two (2) business days of the draw. Their names will also be published on [www.subaru.com.au](http://www.subaru.com.au) on the dates in the table above for a period of no less than 28 days.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. The Promoter may conduct a further draw(s), as required on **12/10/2022** at 11:30am AEDT at the same place as the original draw in order to distribute any prizes that remain unclaimed by this date, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing by phone and email within two (2) business days of the draw. The names of any winners will also be published on 14/10/2022 at [www.subaru.com.au](http://www.subaru.com.au) for a period of no less than 28 days.

#### **Prizes on offer**

19. The total national prize pool is valued at \$91,307.32.
20. The total number of competition winners in this competition is twenty-nine (29), broken down as follows:
  - (i) 1 Grand Prize - The first (1) valid entry drawn in the Major Draw will win a MY22 Subaru BRZ Coupe S (Manual) valued at up to \$43,393.46 with one (1) Genuine Subaru Accessory Styling Pack (including accessory government charges) valued at \$3,913.86. Total Major Prize value is up to \$47,307.32 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.
    - a. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner (or a representative of the winner) may be required to sign a legal release in a form to be determined by the Promoter in its discretion
  - (ii) 4 Regional Prizes (1 per Minor Draw) - The first (1) valid entry drawn in each Minor Draw (i.e. for each State/Territory Group) will each win an Accor Hotel Gift Card valued at \$5,000.00.



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- a. Any ancillary costs associated with redeeming the Accor Hotel Gift Card are not included. Any unused balance of the Accor Hotel Gift Card will not be awarded as cash. Redemption of the Accor Hotel Gift Card is subject to any terms and conditions of the issuer including those specified on the Accor Hotel Gift Card.
  - (iii) 24 Monthly Prizes (1 per Monthly Draw) - The first (1) valid entry drawn in each Monthly Draw (i.e. for each State/Territory Group each month) will each win a Subaru STI Limited Edition Watch valued at up to \$1,000.00.
21. In the event a winner of a prize is an Eligible Business, the prize will be awarded to the Eligible Business and not the individual who placed the order for the Qualifying Spend associated with the winning entry.
  22. A maximum of one (1) prize is permitted per Eligible Entrant (excluding SA Eligible Entrants).

### **Further Terms and Conditions**

23. 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.
24. 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 or employment) 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.
25. Any Eligible Entrant found to have used a third party to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. The Promoter reserves the right to disqualify any Eligible Entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
26. Any Eligible 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.
27. If a prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value and/or specification, subject to any directions from a regulatory authority. Cash will not necessarily be awarded as a substitute. It is a condition of accepting a 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.
28. 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 Eligible 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.
29. 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 in order to claim a prize. Proof of identification, residency, age, employment and entry



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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.

30. The Promoter's decision in relation to any aspect of the competition final and 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 cannot be taken as cash, unless otherwise advised. 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**

31. The Promoter and its related entities collect Eligible 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. The Promoter will not disclose PI to any entity outside of Australia.

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

32. By accepting a prize, 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. 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 will not be entitled to any fee for such use.
33. 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.
34. 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, 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.
35. 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**'). 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



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- 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.
36. 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 Eligible Entrant; or (f) use of a prize.

**Competition permits**

NSW Authority No. TP/01510. ACT Permit No. TP21/02078. SA Permit No. T21/1875

