



**SUBARU**

## **SUBARU NPS SURVEY**

# **TERMS & CONDITIONS OF ENTRY**

Subaru (Aust) Pty Limited ABN 95 000 312 792

4 Burbank Place Norwest NSW 2153

PO Box 8311 Norwest NSW 2153

T +61 2 8892 9111 | F +61 2 8892 9131

[subaru.com.au](http://subaru.com.au)

## GENERAL

Information on how to enter, dates and prizes as set out in the Schedule form part of the Terms and Conditions of Entry. Entry into this competition deems acceptance of these Terms and Conditions.

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?

- Subject to any age restriction specified in item 1 of the Schedule, entry is open to all residents of Australia who are compliant with the entry requirements set out in Item 2 of the Schedule and who are otherwise compliant with these terms and conditions. Employees of the Promoter and their immediate family members are not eligible to enter.
- Entries received from 01/07/2021 until 30/06/2022 are considered valid to be included in the draw specified in Item 1 of the Schedule.
- The Promoter is Subaru (Aust) Pty Limited (ABN 95 000 312 792) of 4 Burbank Place, Norwest NSW 2153.

## HOW TO ENTER?

- Entrants may enter the competition by following the entry requirements set out in Item 2 of the Schedule. Conditions specific to the method of entry are set out in Item 2 of the Schedule.
- Entries must include all requested contact details, including a valid email or postal address (as requested), to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid.

## NUMBER OF ENTRIES PERMITTED

- Entrants may enter this competition as often as is specified in Item 3 of the Schedule.

## OPEN, CLOSE, DRAW & PUBLISH DATES

- The competition commences on 01/07/2021 at 00:01 (AEST/ AEDT) and closes on 30/06/2022 at 23:59 (AEST/ AEDT). ('Promotional Period'). Entries must be received by the Promoter prior to the competition close date and time. The final draw will occur no later than 01/07/2022 at 11:00 AM (AEST/ AEDT). Any unclaimed prize draws will occur within this period.
- Each individual promotion conducted under the blanket will open, close and be drawn on the date specified in Item 1 of the Schedule. The draw will be conducted at the premises of Permitz Group, 2.04 /4 Ilya Avenue, Erina NSW 2250.
- This is a game of chance.
- Permitz Group will ensure that all entries have an equal chance of winning a prize.
- The winner/s will be notified by email or mail (as determined by the address provided by the entrant) and telephone within two business days of the draw.
- Prizes will be sent by mail to the winner's nominated postal address within 28 days of the draw.
- The Promoter may conduct such further draws three months after the original draw at 11:00 AM (AEST/AEDT) and at the premises of Subaru (Aust) Pty Limited (ABN 95 000 312 792) of 4 Burbank Place, Norwest NSW 2153 or at the premises of Permitz Group, 2.04 /4 Ilya Avenue Erina NSW 2250 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 and telephone within two business days of the draw.

## PRIZE ON OFFER

- Total permitted prize pool value is up to \$100,000 over the Promotional Period (Including GST). Records will be kept of all prizes and winners of each Competition conducted under the permits issued under the Blanket. Individual prizes will be valued at \$1,000 and no more than \$3,000 will be awarded at each draw.
- The prizes on offer for the individual promotion are specified in Item 5 of the Schedule and conditions specific to the prize/s are specified in Item 4 of the Schedule.

## FURTHER TERMS & CONDITIONS

- 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.

- 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.
- 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.
- 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.
- The Promoter reserves the right to request winners to sign a winner's deed of release 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. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- The Promoter reserves the right to conduct a redraw if an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
- 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. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, except for 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

- The Promoter collects your personal information for the purposes of assisting with the administration of the promotion and contacting entrants for marketing purposes by phone or email. The Promoter may disclose such information to third parties, including but not limited to, the Promoter, Permits Group Pty Ltd and other agents, contractors and prize suppliers for the sole purpose of conducting the competition draw. The name of winners may be used for promotional purposes by the Promoter, unless a winner otherwise notifies the Promoter at the time of accepting their prize. Entrants consent to the Promoter using their personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes and any applicable statutory authorities and to conduct direct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at [www.subaru.com.au/privacy-policy](http://www.subaru.com.au/privacy-policy).

## COPYRIGHT, STATUTORY GUARANTEES, WAIVER & LIABILITY

- In participating in this promotion, 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.
- 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.
- The Promoter (subject to State and Territory legislation) 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 Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. Computer generation and use of "scripting" is not permitted and will not be accepted.

- Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 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) 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. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

## AUTHORISED UNDER

NSW Permit No. TP/01165

## SCHEDULE

ITEM REFERENCE IN TERMS & CONDITIONS	APPLICABLE TO COMPETITION
<p>1. Who can enter, open, close, and draw dates and times.</p>	<ul style="list-style-type: none"> <li>• <b>Age restriction:</b> Entrants must be over the age of 18 as of the date of entry</li> </ul> <p>Promotion Period commences on the competition open, ends on the competition close and prizes are drawn on the competition draw dates as listed below:</p> <ul style="list-style-type: none"> <li>• <b>Competition open date and time:</b> 01/07/2021 at 00:01 (AEST)</li> <li>• <b>Competition close date and time:</b> 30/06/2022 at 23:59 (AEST)</li> <li>• <b>Competition draw date and time:</b> <ul style="list-style-type: none"> <li>○ 07/10/2021 at 11:00 (AEST)</li> <li>○ 07/01/2022 at 11:00 (AEST)</li> <li>○ 07/04/2022 at 11:00 (AEST)</li> <li>○ 01/07/2022 at 11:00 (AEST)</li> </ul> </li> </ul> <p>All draws take place at Permitz Group, 2.04 /4 Ilya Avenue Erina NSW 2250.</p>
<p>2. Entry method and conditions of entry</p>	<p>Entrants may enter during the Promotional Period by completing an NPS Sales or Service survey that will be sent to the entrant via email or text message from the Promoter ('Survey') following the purchase of a new Subaru vehicle and/or after completing a vehicle service at an authorised Subaru Retailer. Entrants must also subsequently confirm they wish to enter the competition by ticking the appropriate entry box or otherwise confirming they wish to enter.</p>
<p>3. Number of entries per person</p>	<p>Entrants may enter once for each Survey completed.</p>
<p>4. Prize conditions</p>	<ul style="list-style-type: none"> <li>• A Prezzy Smart eGift Card will be emailed to the winner and can be swapped by the recipient for over 150 Australian retailer digital gift cards. Prezzy Smart eGift Card terms and conditions apply.</li> <li>• The Prezzy Smart eGift Card can only be exchanged for individual retailer gift cards online. These individual retailer gift cards can be redeemed in-store or online, dependent on retailer</li> </ul>

ITEM REFERENCE IN TERMS & CONDITIONS	APPLICABLE TO COMPETITION
	<p>terms and conditions. Please review all applicable retailers' terms and conditions prior to the purchase of any Gift Card.</p> <ul style="list-style-type: none"><li>• The Prezzy Smart eGift Card is not exchangeable for cash. The winner will be reminded via email of expiry dates.</li></ul>
<b>5. Number of winners and prizes and value</b>	<ul style="list-style-type: none"><li>• Two winners per draw will each win a \$1000 eGiftCard.</li><li>• Draws will be held quarterly (see item 1).</li></ul>