



Confidence in Motion

Subaru Quarter One 2021 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**").
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 Level 2 4 Burbank Place, Norwest, NSW 2153, Telephone: 02 8892 9111 (the "**Promoter**")

How to enter

6. To enter Eligible Entrants must, during the Promotional Period (defined below) either:
 - a) purchase \$500 (Ex GST) or more on Genuine Subaru Mechanical Components from a participating authorised Subaru Wholesale Parts Dealer; or
 - b) purchase \$1500 (Ex GST) or more on Genuine Subaru Collision Components from a participating authorised Subaru Wholesale Parts Dealer.

Each a ("**Qualifying Spend**"). A full list of participating authorised Subaru Wholesale Parts Dealers are as follows:

VIC	SA	WA	ACT
Frankston Subaru Geelong Subaru	Jarvis Subaru (Adelaide) Eblens Subaru (Glenelg)	Parts WA (Perth)	Capital Subaru
NSW	QLD		
Bradstreet Parts (Newcastle) Thomson Subaru (Parramatta) Suttons Subaru (Chullora)	von Bibra Subaru (Gold Coast) City Subaru Brisbane Cricks Subaru (Maroochydore)		





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McGraths Subaru (Liverpool) Tynans Subaru (Sutherland) Ryde Subaru (Ryde)	Wippells Subaru (Toowoomba)
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Eligible Entrants will be awarded one (1) entry for every Qualifying Spend made during the Promotional Period. 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, however only one (1) automatic entry is permitted per Qualifying Spend made during the Promotional Period. For example, if an Eligible Entrants spends a total of \$750 (Ex GST) on Genuine Subaru Mechanical Components, the Eligible Entrant will be entitled to one (1) automatic entry into the draw. If an Eligible Entrant spends a total of \$3,000 (Ex GST) on Genuine Subaru Collision Components the Eligible Entrant will be entitled to two (2) automatic entries into the draw, and so on.
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 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 **01/01/2021** at **12:01am AEDST** and closes **31/03/2021** at **11:59pm AEDST** (“Promotional Period”). Entries must be received by the Promoter prior to the competition close date and time.
12. The draw will take place on **06/04/2021** at **11:00am AEST** at **Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250**. The Promoter may draw additional reserve





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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.

13. 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 08/04/2021 at www.subaru.com.au for a period of no less than 28 days.
14. Prizes will be sent within 28 days of the draw.
15. The Promoter may conduct a further draw on **06/07/2021** at 11:00am AEST 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 09/07/2021 at www.subaru.com.au for a period of no less than 28 days.
16. 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.

Prize on offer

17. The total national prize pool is valued at \$10,000.
18. The total number of competition winners in this competition is ten (10). The first ten (10) valid entries drawn, will each win a \$1,000 JB Hi-Fi voucher.
19. 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.
20. A maximum of one (1) prize is permitted per Eligible Entrant (excluding SA Eligible Entrants).
21. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

Further Terms and Conditions

22. 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.
23. 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.
24. 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.
25. 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, 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.
26. 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



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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.

27. 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, to provide proof of identity, proof of age, proof of employment, 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, employment and entry 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.
28. 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

29. 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

30. 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.
31. 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.
32. 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 affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.



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33. 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**').
34. 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

ACT Permit No. TP20/01829

SA Permit No. T20/1609



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