



'Subaru Snow Fest' Competition Terms and Conditions

Promoter: Subaru (Aust) Pty Limited ACN 000 312 792 of Level 3, 4 Burbank Place, Norwest, NSW 2153, telephone 1800 226 643.

Sponsors: Amer Sports Australia Pty Ltd ABN 65 063 414 568 trading as Salomon and Helly Hansen Australia Pty Ltd ABN 33 169 813 638.

How to Enter

1. Information on how to enter, mechanics of entry and Prize (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. The promotion will be conducted via the Promoter's website at www.subaru.com.au/subaru-snow-fest-competition.
3. Entry is only open to residents of Australia aged 18 years or over who can travel to Perisher Valley Hotel NSW, St Falls Resort VIC or Subaru Alpine Retreat at Hotham VIC between 1st - 7th August 2025 (inclusive).
4. Entries into the promotion will open at 9.00 am (AEST) Wednesday, 12th June 2024 and close at 11:59 pm (AEST) Thursday, 29th August 2024 ("**Promotional Period**").
5. To enter, you must, during the Promotional Period:
 - a) Go to www.subaru.com.au/subaru-snow-fest-competition, enter your contact details (full name, email address, contact number and postcode), and submit the fully completed entry form.
6. One (1) entry only per person.

Winner Draw and Prize

7. The draw will take place at Anisimoff Legal, G13, 3 Amy Close, North Wyong NSW 2259 on Tuesday, 3rd September 2024 at 11:00am (AEST) in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing via email within two (2) business days of the draw and the winner's initial, surname and postcode will be published online at www.subaru.com.au/subaru-snow-fest-competition from Friday, 13th September 2024.
8. The winner must notify the Promoter of their preferred prize destination no later than Thursday, 3rd October 2024 to claim their Prize.

Prize

9. The first valid entry drawn will win the following competition prize (the "Prize"), valued at up to \$63,815:



- Six (6) nights' accommodation for five (5) people at winners' choice of Perisher Valley Hotel NSW **or** St Falls Resort VIC **or** the Subaru Alpine Retreat at Hotham VIC (valued up to \$16,515). Prize must be taken between 1st to 7th August 2025 (inclusive);
 - Five (5) x lift passes and rental gear for five (5) people for seven (7) days (valued up to \$7,867);
 - Return economy flights for five (5) people from winners' closest airport to Canberra (for Perisher) or Albury, NSW (for Falls creek or Hotham) *valued at up to \$14,433*. If winner does not require flights, then the airfare component of the Prize will be forfeited and not redeemable for cash;
 - A Subaru loan vehicle (Subaru Outback AWD Touring), to keep for twelve (12) months, picked up from Capital Subaru (if winner's choice is Perisher) or Wangaratta Subaru (if winner's choice is Falls Creek or Hotham) to drive to the snow and take home for the time remaining of these twelve (12) months post their trip (Subaru loan vehicle to be returned to winners closest Subaru dealership no later than COB Tuesday, 2nd September 2025) valued up to \$15,000;
 - \$5,000 Helly Hansen online gift voucher valued at \$5,000 (given to the winner only); and
 - \$5,000 Salomon online gift voucher *valued at \$5,000* (given to the winner only).
10. Total Prize pool value at up to **AU\$63,815** depending on the point of departure. The Promoter accepts no responsibility for any variation in the Prize value. Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
11. Supply of the Prize is subject to the following terms and conditions:
- a. Six-night stay at winner's choice of Perisher Valley Hotel, St Falls Resort at Falls Creek or Subaru Alpine Retreat at Hotham must be taken between 1st August - 7th August 2025 (inclusive) and is subject to booking and flight availability. If the winner cannot take the Prize on this date the Prize will be forfeited.
 - b. Hotel stay, lift passes, and snow gear hire elements of the Prize are subject to the terms and conditions of the relevant supplier which will be made known to the winner prior to, or at the time of, redemption.
 - c. The winner and their companion/s must depart from and return to the same departure point and travel together.
 - d. Itinerary to be determined by the Promoter in its absolute discretion.
 - e. Frequent flyer points will not form part of the Prize.
 - f. The winner may be required to present their credit card at time of accommodation check in.
 - g. Any ancillary costs associated with redeeming the vouchers are not included. Any unused balance of the vouchers will not be awarded as cash. Redemption of the vouchers are subject to any terms and conditions of the issuer including those specified on the vouchers.
 - h. The winner will be responsible for any costs associated with redemption of the Prizes. All travel, accommodation (except, where applicable, the airfares and trip designated in the Prize package), transfers to and from airports and accommodation, meals, insurance and all other ancillary costs are the responsibility of the winner. Spending money, items of a



personal nature and in-room charges are not included. 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.

- i. The Prize must be taken as offered and cannot be varied, unless otherwise stated. The Promoter accepts no responsibility for any taxation implications which may arise from the redemption of the Prize. If the Prize or any component of the Prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a similar Prize or element of the Prize of equivalent value and/or specification will be awarded in lieu subject to any written directions from a regulatory authority.
- j. All components of the Prize must be taken together or otherwise are deemed to be forfeited.
- k. Travel is subject to any government issued travel restrictions (e.g. boarder closures), booking availability and blackout periods may apply.
- l. If the winner and/or their nominated companions are unable to travel in accordance with the restrictions above for any reason whatsoever, the winner shall be deemed to have forfeited the Prize and an alternative winner may be chosen. If for any reason the winner does not claim or travel as part of the Prize due to health or personal reasons, the Promoter has the right to select another winner subject to directions from a regulatory authority.
- m. Supply of the Subaru loan vehicle element of the Prize is subject to the following terms and conditions: The loan and use of the loan car element of the Prize is subject to booking and availability and the Promoter's standard loan vehicle terms and conditions in relation to test drives and similar arrangements. Subject to Promoter being satisfied that the winner is legally entitled to operate the loan car, the winner will be covered by Promoter's insurance policy over the loan car. It is a condition of accepting the Prize that the winner (and their companion/s) must sign any legal documents as and in the form the Promoter and/or Prize supplier/s in their absolute discretion may require prior to accepting the Prize, including but not limited to a legal release and indemnity form. The Winner must be 18 years of age or older at the time of taking the Prize and must have a full, current and unrestricted State or Territory driver's licence (which is not under suspension or cancellation) as at the date on which the winner is to drive the vehicle, and for the duration of the loan car term. Any traffic infringements, petrol costs, toll fees and similar costs incurred while driving the vehicle are the responsibility of the winner. The winner acknowledges and agrees that the Promoter will nominate the winner as the responsible driver for any fine, toll or any other similar imposts received pertaining to the period during which the winner is in possession of the Subaru vehicle, and the winner will cooperate with the Promoter to allow it to do so (including, without limitation, providing the Promoter with any necessary information). The winner will be responsible for any insurance excess payable because of damage to the vehicle while in the possession of the winner. Unless expressly stated in these Terms and Conditions, all other expenses (including travel to and from the dealership, additional fuel and any tolls incurred etc.) become the responsibility of the winner. The winner acknowledges that they will not become entitled to any security interest in the vehicle because of winning the Prize.
- n. The Prize does not include the Kosciuszko National Park entry pass and the winner will need to purchase the entry pass to access the Perisher Valley Hotel if the winner selects that option.



12. Subject to the unclaimed Prize draw clause, if for any reason the winner does not take the 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.
13. The winner must claim the Prize from the Promoter by Thursday, 3rd October 2024 11.59pm AEST. If a Prize is not claimed by this date, that winning entry will be deemed invalid and an unclaimed Prize draw may take place with the pool of remaining entries, at Anisimoff Legal, G13, 3 Amy Close, North Wyong NSW 2259 on Friday, 4th October 2024 at 11:00am AEST. The new winner, if any, will be advised of the results of the within two (2) days of the draw via email, and their initial, surname and postcode will be published on www.subaru.com.au/subaru-snow-fest-competition from Wednesday, 9th October 2024.
14. The winner and/or his or her companions must conduct themselves in a polite and respectful manner while participating in any element of the Prize and must not behave in any way which might bring disrepute to the Promoter, its activities or products. If the Promoter considers that the Winner or his or her companion is engaging in unacceptable conduct, the Promoter may, in its absolute discretion, require that the Winner and his or her companion leave the venue which is the subject of an element of the Prize.

Eligibility of Entrants and Entries

15. The directors, management and employees (and their immediate families) of the Promoter, 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. Entrants must have a valid email address at the time of entering the promotion and by entering the promotion, entrants agree to receiving marketing communications from the Promoter.
16. You may only enter in your own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion. Any entry of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right, at any time, to verify the validity of any entry and entrants and to request that you produce (within the requested time) appropriate photo identification or other documentation in order to confirm your identity, age, place of residence, eligibility to enter and claim the Prize, and any other information submitted by you in entering the promotion, before issuing the Prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or you or your entry have not been verified to the Promoter's satisfaction, then your entry will be ineligible and deemed invalid. The Prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
17. 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.
18. The Promoter reserves the right to request proof of residency at the stated address and identification for verification (to the Promoter's satisfaction in its discretion) before issuing the Prize. All of the Promoter's decisions are final and no correspondence will be entered into. No responsibility will be taken for lost, late or misdirected entries.



19. 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.
20. 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.
21. Any entry that contains content that the Promoter (in its absolute discretion) considers to be incomplete, inaccurate, erroneous, incomprehensible, offensive, objectionable or inappropriate in any way will be deemed invalid.
22. The Promoter reserves the right to disqualify you for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Terms and Conditions; or (c) if you are engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from you are reserved.
23. 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.

Liability, Indemnities and Warranties

24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. Subject to regulatory authority requirements, the Promoter may, to the fullest extent permitted by law, cancel, modify, suspend or delay the promotion at any time if something happens that is beyond its reasonable control, including for any technical or operational reason, unauthorised intervention or fraud, or by reason of anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion.
26. Nothing in these Terms and Conditions purports to limit, excludes or modifies or 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.
27. Except for any liability that cannot be excluded by law, 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 loss of damage, direct or indirect, arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions (whether or not under the Promoter's control), 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) acceptance, redemption, participation in and/or use of any element of the Prize; (v) personal injury or death and/or (vi) property damage; and (vii) any tax liability incurred by a winner or entrant.

28. As a condition of entering this promotion, in the event you are the winner, you consent to the Promoter using your entry (including your 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. You also agree that, in the event you are the winner, you will participate in all reasonable promotional activities in relation to the promotion as requested by the Promoter and its agents.
29. By entering the promotion, you consent to the use of your personal information by the Promoter and Sponsors, as set out in this clause and the Promoter's [Privacy Policy](#). The Promoter may collect and use personal information submitted by you for the purpose of conducting the promotion and to send you marketing communications, and to enable the Promoter and the sponsors to send you marketing communications. If the personal information requested is not provided, you 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, each of the sponsors, and if required, may be provided to Australian regulatory authorities. You 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>. A copy of the Privacy Policy of each of the sponsors may be viewed at each of their respective websites. If the Promoter or the sponsors send you marketing communications, they will always give you the opportunity to opt out from receiving any further marketing communications from them. To request access, update or correct information, or for any another privacy related questions, please contact the Promoter's Privacy Officer via email at privacy.officer@subaru.com.au. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information 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 of personal information on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
30. Any provision (or part thereof) of these Terms and Conditions that are 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 TP/ 01510. ACT Permit No. TP24/ 01062. SA Permit No. TP24/ 821.

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For a world *discovered*