



**SUBARU**

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## SUBARU “TEST DRIVE & WIN” PROMOTION

### TERMS AND CONDITIONS

**Promoter:** Subaru (Aust) Pty Limited (ABN 95 000 312 792) of 4 Burbank Place, Norwest NSW 2153, telephone: 02 8892 9111 (“**Promoter**”).

#### **How to Enter**

1. Information on how to enter and the Prize(s) (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. Entry is only open to residents of Australia aged 25 and over.
3. The promotional period will commence on 1 February 2024 and close at 11:59PM AEDT on 31 March 2024 (“**Promotional Period**”).
4. To receive automatic entry into the promotion, individuals must book and complete a Subaru test drive in a new Subaru vehicle at any participating Subaru dealership in Australia during the Promotional Period (“**Qualifying Activity**”). For the purposes of this promotion, any Subaru dealership that displays material advertising the promotion is deemed a “**Participating Dealership**”.
5. Eligible entrants will receive one (1) automatic entry for every valid Qualifying Activity.
6. Multiple entries permitted, subject to the following: (a) only one entry permitted per test drive completed during the Promotional Period; and (b) each entry must be submitted separately and in accordance with the entry requirements.
7. For clarity, incomplete or cancelled test drives will not be deemed a valid Qualifying Activity and will not be eligible for entry into this promotion.

#### **Prize Draw**

8. The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 on 8 April 2024 at 12:00PM AEST (“**Prize Draw**”). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
9. The winner will be notified by phone and in writing by email within two (2) business days of the Prize Draw and their name will be published online at [www.subaru.com.au/falls-creek-test-drive-promotion](http://www.subaru.com.au/falls-creek-test-drive-promotion) from 9 April 2024. All reasonable steps to notify the winner will be taken by the Promoter.
10. The Promoter’s decision is final and no correspondence will be entered into.

#### **Prize**

11. The first valid entry drawn in the Prize Draw will win the following competition prize (the “**Prize**”):
  - Four (4) nights’ accommodation in a 3-bedroom apartment for up to four (4) people at St Falls Resort, Falls Creek, Victoria valued at up to \$8,800;
  - Return flights from the winner’s closest airport to Albury, Victoria, valued at up to \$4,929;
  - 3-day Pack Entry Pass and priority parking for one (1) vehicle at Falls Creek, valued up to \$720;

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- 3-day Lift passes for up to four (4) people, valued up to \$2,556;
- 3-day skis, boots and poles, or snowboard and boots rental for up to four (4) people at Falls Creek, valued up to \$640;
- A Subaru loan vehicle for five (5) days, to be picked up from Baker Subaru, 490 Young Street, Albury NSW 2640 and returned to the same location, valued up to \$1,084; and
- One (1) \$500 prepaid gift card,

(together, the “Prize”).

12. Total Prize pool value is up to \$19,229 depending on date and 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.
13. The Prize is subject to the following terms and conditions:
  - (a) Prize must be taken between 01/05/2024 and 31/09/2024 and is subject to booking availability and flight availability.
  - (b) Black out period of 01/07/2024 to 19/07/2024 applies.
  - (c) Hotel stay, lift passes, and snow gear rental 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.
  - (d) The winner and their companions must depart from and return to the same departure point and travel together.
  - (e) Itinerary to be determined by the Promoter in its absolute discretion.
  - (f) Frequent Flyer points will not form part of the prize.
  - (g) The winner may be required to present their credit card at time of accommodation check in.
  - (h) The winner will be responsible for any costs associated with redemption of the Prize. All travel, accommodation (except the airfares and trip designated in the Prize), 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) If the winner resides within Victoria, the airfare component of the prize will be forfeited and not redeemable for cash.
14. Prize is subject to the standard terms and conditions of individual prize and service providers. Prize must be taken as offered and cannot be varied. Prize is not valid in conjunction with any other offer.
15. The Promoter accepts no responsibility for any taxation implications which may arise from the redemption of the Prize.
16. If the Prize (or any component of the Prize) becomes unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that component of the Prize) with a prize of equivalent value and/or specification, subject to any written directions from a regulatory authority.
17. Prize is for the winner and their three (3) nominated companions only and is not transferable.
18. All components of the prize must be taken together or otherwise are deemed to be forfeited.
19. 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.

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20. Travel is subject to any government issued travel restrictions (e.g. border closures). Booking availability may apply.
21. 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 a winner does not redeem the Prize for any reason, the Promoter reserves the right to select another winner, subject to directions from a regulatory authority.
22. The supply of the Subaru loan vehicle component of the Prize is subject to the following terms and conditions:
- (a) The loan and use of the Subaru vehicle is subject to booking and availability.
  - (b) The loan and use of the Subaru vehicle is subject to the Promoter's standard loan vehicle Terms and Conditions in relation to test drives and similar arrangements.
  - (c) 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 (note drivers under the age of 25 are not covered by Promoter's insurance over turbocharged vehicles).
  - (d) The loan car must be collected from Baker Subaru, 490 Young Street, Albury NSW 2640 before 5PM AEST Monday to Friday and before 12pm AEST Saturday, and returned to the same address before 5PM AEST 5 days after the trip concludes if it falls between Monday to Friday or before 12PM AEST if it falls on a Saturday, noting Baker Subaru is closed Sundays.
  - (e) 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.
  - (f) The winner must be 25 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.
  - (g) Any traffic infringements, petrol costs in addition to the Prize component, toll fees and similar costs incurred while driving the vehicle are the responsibility of the winner.
  - (h) 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 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).
  - (i) 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.) are the responsibility of the winner.
  - (j) The winner acknowledges that they will not become entitled to any security interest in the vehicle because of winning the prize.
23. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
24. The winner must claim the Prize from the Promoter by 7 May 2024 at 11:59PM AEST. If the Prize is not claimed by this time, that winning entry will be deemed invalid and an unclaimed prize draw will take place on 8 May 2024 at the same time and place as the original draw, from the pool of remaining entries, subject to any directions from a regulatory authority. The winner, if any, will be notified by phone and email within two (2) business days of the draw and their name will be published at [www.subaru.com.au/falls-creek-test-drive-promotion](http://www.subaru.com.au/falls-creek-test-drive-promotion) from 9 May 2024.
25. The winner and/or his or her companions must conduct themselves in a polite and respectful manner while redeeming 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 a winner or his or her companion is engaging in unacceptable



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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**

26. The directors, management and employees (and their immediate families) of the Promoter, Subaru dealerships, 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 competition and by entering the competition agree to receiving marketing communications from the Promoter.
27. Entrants may only enter in their own name. 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. Incomplete or incomprehensible entries will be deemed invalid. The Promoter's decision to disqualify an entry is final and no correspondence will be entered into. The Promoter's legal rights to recover damages or other compensation are reserved.
28. 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.
29. 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.

### **Liability, Indemnities and Warranties**

30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
31. Subject to regulatory authority requirements, the Promoter may 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 or by reason of anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion.
32. Nothing in these Terms and Conditions 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.
33. Subject to clause 32 above, the Promoter, its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law, for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, 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) lost or damaged entries, prize claims or prizes; (iv) acceptance, redemption and/or use of any element of the Prize; (v) personal injury or death and/or (vi) property damage.

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34. As a condition of entering this Promotion, in the event an entrant is the winner, they consent to the Promoter using their entry (including 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. Entrants also agree that, in the event they are the winner, they will participate in all reasonable promotional activities in relation to the Promotion as requested by the Promoter and its agents.
35. By entering the Promotion, entrants consent to the use of their personal information as set out in this Clause 35 and the Promoter's Privacy Policy. The Promoter may collect and use personal information submitted by entrants for the purpose of conducting the Promotion and to send entrants marketing communications. If the personal information requested is not provided, entrants 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, and if required, may be provided to Australian regulatory authorities. Entrants 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>. If the Promoter sends marketing communications, they will always give recipients the opportunity to opt out from receiving any further marketing communications from them. To request access, update or correct information, or for any other privacy related questions, entrants must contact the Promoter's Privacy Officer via email at [privacy.officer@subaru.com.au](mailto:privacy.officer@subaru.com.au).
36. 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), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard. Any provision (or part thereof) of these Terms and Conditions that is 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.

#### **Amendments to Terms and Conditions**

37. The Promoter reserves the right to amend, delete or add to these Terms and Conditions, subject to any regulatory authority requirements, at any time without prior notice. You will be bound by such changes. The Promoter will post any changes to the Terms and Conditions on [www.subaru.com.au/falls-creek-test-drive-promotion](http://www.subaru.com.au/falls-creek-test-drive-promotion).

NSW Authority No. TP/ 01165. SA Permit No. T24/ 81. ACT Permit No. TP24/ 00109.

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