

1. Information on how to enter and prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promotion will be conducted during the Tour Down Under ("TDU") 2020 commencing 9:00am (AEDST) on 18th January 2020 and closing at 11:59pm (AEDST) on 26th January 2020 ('Promotional Period').
3. Individuals can enter one of two ways:
 - a. Head to <https://www.subaru.com.au/tdu-win> and fill out the competition form to enter.
 - b. Use one of the Subaru supplied iPads and fill out the competition form similar to the above to enter. iPads will be available at certain Subaru activations during the course of the TDU schedule as follows:
 - City of Adelaide Tour Village – Saturday 18th January 2020, 3pm – 10pm and Sunday 19th January 2020, 10am – 5pm.
 - Jarvis Barossa Subaru – Monday 20th January 2020, 9am – 4pm.
 - Glenelg Street Party – Friday 24th January 2020, 5pm – 10pm.

Individuals can only enter their own details. Valid entries are those booked during the Promotional Period through <https://www.subaru.com.au/tdu-win> or via the iPads only.

4. Entry is only open to individuals aged 18 or over who are Australian residents. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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. Only one (1) entry permitted per person during the Promotional Period.
6. There will be a maximum of one (1) prize to be won during the Promotional Period.
7. 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. Errors and omissions will 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.
8. **PRIZE DRAW:** The prize draw will take place at 12:00pm (AEDST) on 28th January 2020. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The Promoter's decision is final, and no correspondence will be entered into.
9. This is a game of chance.
10. The first valid entry drawn at random will win the '**Prize Package**,' valued at AUD\$2,899 incl. GST. The Prize Package consists of a BMC Teammachine ALR 2020 or similar comparable model if the item is out of stock.
11. The use of the Prize Package may be subject to additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed, nor for the breach of those conditions by any person. Any surplus or non-redeemed Prize Package amount will



Confidence in Motion

be forfeited and is not redeemable for cash or otherwise.

12. The prize winner will be notified by phone and email by a representative of the Promoter, and their name may be published online at <https://www.subaru.com.au/competition-terms> from 28th January 2020.
13. Total prize pool value is AUD\$2,899 incl. GST.
14. The chosen winner will be required to collect the prize from their closest 99 Bikes store. Additional money, meals, travel insurance, transport to and from the nearest prize collection point, and all other ancillary costs that may be required to collect the prize, are not included.
15. The prize, or an unused portion of the prize is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
16. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value.
17. In the event that the winner does not take the prize by the time stipulated by the Promoter, then that prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
18. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant.
19. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. 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, the Promoter reserves the right, in their sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in 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.
22. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 the prize.
23. The Promoter collects your personal information (PI) for the purposes of assisting with the administration of the promotion and contacting entrants for marketing purposes by phone or email.



SUBARU

Confidence in Motion

The Promoter may, for this purpose, disclose such information to third parties, including but not limited to, the Promoter, Giant and other agents, contractors and prize suppliers. If the Promoter sends personal information out of Australia, they will require that the recipient of the information complies with privacy laws and contractual obligations to maintain the security of the data. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any complaints, requests to access, update or correct information to the Promoter. Use and disclosure of information shared with the Promoter as part of this promotion will be handled in accordance with the Promoter's Privacy Policy which can be located at:

<http://www.subaru.com.au/privacy-policy>. The Privacy Policy also contains information about how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.

24. The promoter is Subaru (Aust) Pty Ltd (ABN 95 000 312 792) of 4 Burbank Place, Norwest NSW 2153 ("**Promoter**"). Licensed NSW Trade Promotion Lottery Permit Number: LTPS/19/36937.

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