



Confidence in Motion

"WIN A \$500 EFTPOS GIFT CARD PROMOTION" TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Subaru (Aust) Pty Limited (ABN 95 000 312 792) of 4 Burbank Place, Baulkham Hills NSW 2153, telephone: 02 8892 9111.
3. Entry is only open to Australian residents aged 18 years or over.
4. 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. Entries into the promotion open on 15/12/2019 and close at 11:59pm AEDT on 29/10/2020 ("**Promotional Period**").
6. To be eligible to enter, individuals must purchase a new Subaru vehicle from a Subaru dealership in Australia during the Promotional Period. For the removal of doubt, the entrant must privately purchase the vehicle and the vehicle must not be owned or leased by a Government agency, business or any other commercial entity.
7. To enter a Monthly Draw (as defined below), individuals must then visit the competition landing page as included in their welcome email, follow the prompts to the contact details page and input the requested information into the online form (full name, email address, postcode and telephone number) and submit the fully completed form so it is received during the Promotional Period.
8. Only one (1) entry is permitted per person.
9. 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 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.
10. 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.
11. There will be one (1) draw conducted for the entries received each month of the Promotional Period, for a total of eleven (11) draws (each a "**Monthly Draw**"). Entries close for each Monthly Draw on the dates and times specified in the table below. All draws will take place at the Promoter's office, 4 Burbank Place, Baulkham Hills NSW 2153, at 4pm AEST/AEDST (as applicable) on the dates specified in the table below. Un-drawn entries in each Monthly Draw will NOT be entered into any subsequent draws. The Promoter may draw additional reserve entries in each Monthly Draw and

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record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw and published online at <https://www.subaru.com.au/competition-terms> from the dates specified in the table below.

Monthly Draw	Entries close	Draw date	Publication date
1	11:59pm AEDT 31/12/2019	03/01/2020	10/01/2020
2	11:59pm AEDT 31/01/2020	03/02/2020	10/02/2020
3	11:59pm AEDT 29/02/2020	03/03/2020	10/03/2020
4	11:59pm AEDT 31/03/2020	03/04/2020	09/04/2020
5	11:59pm AEST 30/04/2020	04/05/2020	11/05/2020
6	11:59pm AEST 31/05/2020	03/06/2020	10/06/2020
7	11:59pm AEST 30/06/2020	03/07/2020	10/07/2020
8	11:59pm AEST 31/07/2020	03/08/2020	10/08/2020
9	11:59pm AEST 31/08/2020	03/09/2020	10/09/2020
10	11:59pm AEST 30/09/2020	02/10/2020	09/10/2020
11	11:59pm AEDT 29/10/2020	30/10/2020	09/11/2020

12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn in each Monthly Draw will each win a \$500 Prepaid EFTPOS Gift Card.
14. Any ancillary costs associated with redeeming the Gift Card are not included. Any unused balance of the Gift Card will not be awarded as cash. Redemption of the Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is \$5,500. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
18. A draw for any unclaimed prizes may take place on 01/02/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at <https://www.subaru.com.au/competition-terms> from 09/02/2021.





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19. Entrants consent to the Promoter using their 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 promotion (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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, 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 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.
22. 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) taking of a prize.
23. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.subaru.com.au/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, 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. 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).

NSW Permit No. LTPS/19/39405

ACT Permit No. TP19/04513

SA Permit No. T19/1829

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