

“WIN A HOT LAP ADRENALINE EXPERIENCE AT SUBINATS 2023” PROMOTION – SEPTEMBER 2023

Terms and Conditions of Entry

General

1. Information on how to enter, dates and prizes as set out in the Schedule form part of the Terms and Conditions of Entry. Entry into this competition deems 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 any age restriction specified in item 1 of the Schedule, entry is open to all residents of Australia who are compliant with the entry requirements set out in Item 2 of the Schedule and who are otherwise compliant with these Terms and Conditions. Employees of the Promoter and their immediate family members are not eligible to enter.
4. The Promoter is Subaru (Aust) Pty Limited (ABN 95 000 312 792) (“Subaru Australia”) of 4 Burbank Place, Norwest NSW 2153.

How to enter

5. Entrants may enter the competition by following the entry requirements set out in Item 2 of the Schedule. Conditions specific to the method of entry are set out in Item 2 of the Schedule.
6. Entries must include all requested contact details, including a valid email or postal address (as requested), to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid.

Number of Entries permitted

7. Entrants may enter this competition as often as is specified in Item 3 of the Schedule.

Open, Close, Draw and Publish dates

8. The competition commences on 18/09/2023 at **09:00 AEST** and closes on 24/09/2023 at **23:59 AEDT** (**‘Promotional Period’**). Entries must be received by the Promoter prior to the competition close date and time.
9. The promotion will open, close and be judged on the date specified in Item 1 of the Schedule. Judging will be conducted at the premises of Subaru Australia, Level 3, 4 Burbank Place, Norwest NSW 2153.
10. The winner/s will be notified via direct message on Facebook Messenger within two business days of judging.

Prize on offer

11. Prize must be taken on specified dates and is not transferrable or redeemable for cash.
12. The prizes on offer for the individual promotion are specified in Item 5 of the Schedule and conditions specific to the prize/s are specified in Item 4 of the Schedule.

Further Terms and Conditions

13. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
14. Any 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. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
15. If the 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 State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the 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.
16. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, 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 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.
17. The Promoter reserves the right to award the prize to a different entrant in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
18. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. 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, with the exception of cash prizes,

cannot be taken as cash. 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

19. Entries may be disclosed to Subaru Australia for the sole purpose of conducting the competition. The name of winners may be used for promotional purposes by the Promoter, unless a winner otherwise notifies the Promoter at the time of accepting their prize. Entrants consent to the Promoter using their personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes and any applicable statutory authorities and to conduct direct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at www.subaru.com.au/privacy-policy.
20. This Competition is in no way sponsored, endorsed or administered by, or associated with, the Meta/Facebook group of companies. You are providing your information to the Promoter and not to Facebook. The information you provide will be used for the purposes set out in clause 19 above.

Copyright, Statutory guarantees, Waiver and liability

21. In participating in this promotion, the 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. The winners (and their companions) 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 (and their companions) will not be entitled to any fee for such use.
22. 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. In particular, computer generation and use "scripting" is not permitted and will not be accepted.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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'**).
25. 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) use of a prize. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

Schedule

Item reference in terms and conditions	Applicable to competition
<p>1 – Who can enter open, close, and judgement dates and times</p>	<p>Age restriction: Entrants must be over the age of 18 as of the date of entry</p> <p>Promotion Period commences on the competition open and ends on the competition close as listed below.</p> <p>Competition open date and time: 18/09/2023 at 09:00 AEST</p> <p>Competition close date and time: 24/09/2023 at 23:59 AEST</p> <p>Competition judgement date and time: 25/09/2023 at 12:00 AEST at Subaru Australia, Level 3, 4 Burbank Place, Norwest NSW 2153.</p>
<p>2- Entry method and conditions of entry</p>	<p>Entrants must respond to the competition post listed on the official Subaru Australia Facebook page from Monday 18th September 2023 at 9am. Entrants must answer the question ‘Tell us in 25 words or less why you’re the perfect co-driver for a Subaru Rally Legend.’ A Subaru Australia judging panel will determine the winner from the most creative and engaging response.</p>
<p>3- Number of entries per person</p>	<p>Maximum 1 entry per person.</p>
<p>4- Prize conditions</p>	<p>One (1) chosen winner will win a ‘Hot Lap Adrenaline Experience with a Subaru Rally Legend’ (“Prize”) that includes a 60 second ride with Australian Rally Legend Dean Herridge, Cody Crocker or Molly Taylor during SubiNats at Sydney Motorsports Park on the Gardner GP Circuit between 5:00pm-5:30pm on Saturday 30th September 2023. The Prize winner will be required to sign a liability release and waiver form and agree to do so before redeeming the prize. The Promoter may deny prize redemption (without further compensation) if a winner is deemed to be intoxicated or under the influence of drugs at the time of seeking to redeem the prize.</p> <p>The Prize winner must make themselves available at the nominated time and place to redeem the prize. Failure to do so will result in the prize automatically being forfeited and no cash or alternative prize will be awarded in lieu. Any ancillary costs associated with redeeming the Prize are not covered by the Prize.</p>

5 – Number of winners and prizes and value	One (1) winner will win a 'Hot Lap Adrenaline Experience with a Subaru Rally Legend' at SubiNats on Saturday 30 th September 2023.
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