

Trade Promotion - Terms and Conditions

NEW AAAA MEMBERSHIP AND AUTOCARE COMPETITION

WIN TWO DOUBLE PASSES TO AUTOCARE 2023 WITH NEW AAAA MEMBERSHIP COMPETITION (COMPETITION)

1. Competition entry and acceptance of terms and conditions

- 1.1. By entering into and/or participating in this Competition, entrants agree to be bound by these terms and conditions.
- 1.2. Information on the Prize and how to enter this Competition form part of these terms and conditions.
- 1.3. Entries must comply with these terms and conditions to be valid.

2. Promoter of the Competition

- 2.1. The Australian Automotive Aftermarket Association (**AAAA**) ABN 23 002 271 454 of 7-8 Bastow Place, Mulgrave, Victoria 3170, (03) 9545 3333, info@aaaa.com.au (**Promoter**), is the Promoter of the Competition.

3. Competition period

- 3.1. The Competition commences at 9.00 a.m. AEDT on 01/02/2023 (1 February 2023) and ends at 5.00 p.m. AEDT on 31/03/2023 31 March 2023 (**Competition Period**).

4. Eligibility to enter the Competition

- 4.1. Subject to clause 4.2, entry into the Competition is open to all new members who join the Australian Automotive Aftermarket Association from 9.00 a.m. 1 February 2023 until 5.00 p.m. 31 March 2023. (**Eligible Entrants**).
- 4.2. The following persons are not eligible to enter the Competition regardless of whether they are attending the Expo:
 - (a) the following persons in relation to the Promoter or the AIC Automotive Innovation Centre: directors, management, employees, and the immediate families of employees, directors or management; and
 - (b) any associated entities, suppliers, retailers and agencies that are associated with this Competition.

5. How to enter the Competition

- 5.1. To enter the Competition, Eligible Entrants must:
- (a) become a member of AAAA via the Join AAAA page on the AAAA website or via contacting a AAAA team member and completing a new AAAA membership process.
- 5.2. An Eligible Entrant may only enter the Competition once.

6. Date and time of the draw and validity of entry

- 6.1. The winner will be randomly drawn and announced using an online draw tool at 11.00 a.m.. on 05/04/2023 (5 April 2023) at the AAAA National Office located at 7-8 Bastow Place Mulgrave Victoria. (**Draw Date**).
- 6.2. An entry that does not comply with these terms and conditions will be considered invalid and will not be included in the Competition.
- 6.3. The Prize is won by the Eligible Entrant who is drawn by the online draw tool in accordance with clause 6.1 (**Winner**).
- 6.4. This is a game of chance and skill plays no part in determining the Winner or Substitute Winner.

7. Prize

- 7.1. The prize is two (2) x Two Day Passes to Autocare 2023, valued at a total of \$900. (**Prize**).
- 7.2. The Winner or Substitute Winner (as applicable), agrees:
- (a) to comply with any third party terms and conditions in place in respect of the Prize; and
 - (b) that the Promoter is not liable, in accordance with these terms and conditions, for the failure of the Winner or Substitute Winner (as applicable) to comply with any third party terms and conditions in respect of the Prize, including the failure to use the Prize within any allocated timeframe provided by any third party terms and conditions.
- 7.3. The Prize is not redeemable for cash and is not transferrable for the use of a person other than the Winner or the Substitute Winner (as applicable).
- 7.4. To the extent permitted by law, and except for any liability that may not be excluded, the Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of any Winner, or Substitute Winner (as applicable), using the Prize or accepting the Prize.
- 7.5. The Winner, or Substitute Winner (as applicable), of the Prize is solely responsible for the payment of all taxes, including GST, that may be required to be paid as a consequence of receiving or using the Prize.
- 7.6. Eligible Entrants acknowledge that use of the Prize may carry risk.

7.7. To the extent permitted by law, the Promoter is not responsible or liable for any loss, damage or injury suffered by any Winner or Substitute Winner (as applicable), or by any other person, in connection with, or arising from, the Prize.

7.8. The Prize may be subject to third party terms and conditions.

8. Redeeming the Prize

8.1. To redeem the Prize the Winner, or Substitute Winner (as applicable):

(a) must respond to the Promoter's email or contact the Promoter; and

(b) agrees that the Promoter may verify the identification of the Winner or Substitute Winner (as applicable).

9. Prize unavailable

9.1. The Promoter may substitute the Prize, or part thereof, with a prize of equal or greater value, if the Prize, or part thereof, is, for reasons beyond the control of the Promoter, not available, with the written agreement of the Winner or if unsuccessful reasonable attempts are made to reach agreement with Winner.

10. Winner notification

10.1. The Winner will be notified via the email address and phone number used in the membership application (which will provide Prize redemption information) to the Winner within 48 hours of the draw.

10.2. The name of the Winner will be published on the Australian Automotive Aftermarket Association website at www.aaaa.com.au on 06/04/2023 (6 April 2023), for a period of at least 28 days.

11. Failure to claim the Prize

11.1. Subject to these terms and conditions, the Prize will be distributed on or after the Draw Date.

11.2. If, after reasonable attempts to contact the Winner, the Winner does not accept or claim the Prize by 11.59 p.m. AEST on 11/07/2023 (11 July 2023), then:

(a) the Winner's entry will be considered invalid;

(b) another Eligible Entrant will be randomly drawn using an online draw tool on 12/07/2023 (12 July 2023) at 7-8 Bastow Place, Mulgrave, Victoria 3170 (**Unclaimed Prize Draw Date**); and

(c) the Prize is won by the Eligible Entrant who is drawn by the online draw tool (**Substitute**

Winner).

- 11.3. The Substitute Winner will be notified in writing to the email address provided to register for the Expo on within 48 hours of the draw set out in clause 11.2.
- 11.4. The name of the Substitute Winner will be published on the [AAAA](http://www.aaaa.com.au) website at www.aaaa.com.au on 12/07/2023 (12 July 2023) for at least 28 days.

12. Personal information: use consent and amendment

- 12.1. Personal information including Eligible Entrant's name, address, telephone number, email, and image (including by photograph and/or video) may be collected and used for the purpose of conducting this Competition, which may include disclosure to third parties, including the Promoter's advisors, regulatory authorities the Promoter's agents or third party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
- 12.2. By entering into, and/or participating in, this Competition, Eligible Entrants consent:
 - (a) to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree, that the Promoter may use this information for that purpose; and
 - (b) to the Promoter using their name, likeness, image and/or voice in the event that they are the Winner or Substitute Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any services or products manufactured, distributed and/or supplied by the Promoter, and if a representative of the Eligible Entrant is used for any of the foregoing and/or the Purpose, the Eligible Entrant confirms that they have provided these terms and conditions, and access of the Promoter's Privacy Policy, to the such representative of the Eligible Entrant and the Eligible Entrant has obtained the consent of the representative in respect of the forgoing and the Purpose.
- 12.3. Eligible Entrants may access, change and/or update their personal information by:
 - (a) emailing the Promoter at info@aaaa.com.au (with the subject line 'New AAAA Membership Autocare Tickets Competition Contact Details Update' (or similar)); or
 - (b) by phone on (03) 9545 3333 during office hours.
- 12.4. The Promoter's Privacy Policy, containing information on how individual can access or correct personal information, or make a complaint, is available at <https://www.aaaa.com.au/privacy-policy/>.

13. Limitation of liability

- 13.1. Any person entering this Competition, including the Eligible Entrant, agrees to indemnify the Promoter, including its associated agencies, against all third party claims, costs, loss or damage

arising or resulting from, or in connection with, a breach of these terms and conditions.

- 13.2. To the extent permitted by law, the Promoter is not responsible for inaccurate information, for any failure to receive an entry or for any loss, damage or injury in connection with, or arising or resulting from, technical problems or telecommunication problems, including, without limitation, security breaches, and in the event such problems arise, the Promoter may suspend, modify, cancel or terminate the Competition.
- 13.3. To the extent permitted by law, the Promoter (including the Promoter's officers, employees and agents), excludes all liability whether arising in negligence or, without limitation arising from other tortious conduct, arising in contract, under statute or otherwise for loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, in connection with, or arising in any way out of, the Competition, without limitation including:
- (a) the Prize or any use of the Prize;
 - (b) any incorrect, non-complying, late, damaged, amended, lost or misdirected entry or any information in connection with the entry or Competition, whether before or after the Competition Period due to any reason beyond Promoter's the reasonable control;
 - (c) any technical difficulties or any equipment failure or malfunction, regardless of whether the foregoing is under the Promoter's control;
 - (d) any tax implications or any variation in the market value for the Prize set out in these terms and conditions or related promotional material; and/or
 - (e) any unauthorised access, theft or interference by third parties.
- 13.4. Nothing in these terms and conditions is intended to exclude, modify, restrict or limit the Australian Consumer Law, or any other statutory rights in a manner that is not permitted by law, and Winners, Substitute Winners and Eligible Entrants may have rights under the Australian Consumer Law and other legislation which cannot be excluded, modified, restricted or limited by the Promoter.

14. Social media platforms

- 14.1. By entering into, and/or participating in, this Competition on Facebook or LinkedIn, and/or through reading about this Competition on Facebook or on the LinkedIn platform, Eligible Entrants:
- (a) agree to comply with the terms of use for Facebook and the terms of use for LinkedIn;
 - (b) release Facebook and LinkedIn from all claims based on, related to or arising from the Competition; and
 - (c) acknowledge and agree that this Competition is in no way sponsored, endorsed, administered or affiliated with Facebook or with LinkedIn.

14.2. To the extent permitted by law, the Promoter is not responsible for any loss, damage or injury to Eligible Entrants, or any other participant, resulting from entering into, and/or participating in, this Competition, including any loss, damage or injury arising from any material published, or any comments made, by third parties about the Eligible Entrant, or any other participant, on any social media platform in connection with this Competition.

15. General terms and conditions

15.1. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications.

15.2. If a dispute arises between the Promoter and an Eligible Entrant regarding the conduct of the Competition, including whether the entrant is an Eligible Entrant, the Promoter will, acting reasonably and within a reasonable amount of time, consider the Eligible Entrant's position (including any facts or evidence provided by the Eligible Entrant) and provide the Eligible Entrant with a written response, such response being the final decision of the Promoter.

15.3. Entries will be considered invalid, and will not be included in the Competition, if they do not comply with these terms and conditions, are tampered with in any way, illegitimate, manipulated or forged.

15.4. The Promoter reserves the right to disqualify:

- (a) any entrant or person who submits an entry that does not comply with these terms and conditions;
- (b) any entrant or person who is involved in any way in interfering or tampering with the conduct of this promotion or this Competition;
- (c) any entrant or person who has conducted themselves improperly in a manner that compromises the proper and fair conduct of this promotion or the Competition, and the failure to enforce any of the Promoter's rights by the Promoter does not constitute a waiver of those rights.

15.5. The Eligible Entrant:

- (a) is responsible for informing the Promoter of any changes to the contact details of the Eligible Entrant during the Competition Period; and
- (b) must direct a request to access or modify any information provided for the purpose of claiming the Prize to Promoter.

15.6. The Promoter reserves the right to request verification of any information relevant to entry into, and/or participation in, the Competition in respect of the Eligible Entrant, including, but not limited to, verification of the Eligible Entrant's age, identity, address, social media profile. Verification is at the discretion of the Promoter, whose decision is final.

- 15.7. In the event the Competition is unable to be held as planned for any reason beyond the reasonable control of the Promoter (including without limitation as a result of any strike, war, terrorist attack, trade dispute, fire, flood, tempest, theft, epidemic, pandemic or breakdown in machinery of any kind, disruption to electricity (or any other utility), or breakdown or disruption of any electronic communication support system), the Promoter reserves the right, in its sole discretion, to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, to amend these terms and conditions, or take any other action available to it, unless to do so would be prohibited by law.
- 15.8. To the extent permitted by law, these terms and conditions, and any disputes or claims arising out of or in connection with the Competition or other subject matter of these terms and conditions, are governed by, and will be construed in compliance with, the laws of Victoria Australia and the parties agree that the courts of Victoria, Australia have exclusive jurisdiction.