

## REPCO GARAGE DJR MUSTANG PROMOTION

Date:	OCT 15, 2021
Promotor:	Repco Australia (A division of GPC Asia Pacific)
Promotor ABN:	97 097 993 283
Promotor Contact:	Murray Waterson
Promotor Address:	22 Enterprise Drive Rowville VIC 3178
Promotion Title:	Repco Garage DJR Mustang Promotion
Start Date:	28 <sup>th</sup> October 2021 12:01am AEDST (Thursday)
End Date:	30 <sup>th</sup> November 11:59pm AEDST (Tuesday)
Draw Date:	12:00pm 2 <sup>nd</sup> December 2021 AEDST (Wednesday)
Announce Method:	Website <a href="http://repco.com.au/en/thegarage">repco.com.au/en/thegarage</a>
Announce Date:	December 3 <sup>rd</sup> 2021 AEDST (Thursday)
Unclaimed Draw:	12 Noon 24 <sup>th</sup> February 2022 AEDST
Announce Redraw:	26 <sup>th</sup> February 2022
Major Prize	Herrod Improved Ford Mustang Motor Vehicle
Minor Prize:	-
Number of Prizes:	1
Prize Value Each:	Mustang
Total Value: Aust	\$120K + on road costs up to \$140,000AUD
Total Value: Aust	\$120-\$150K NZD + on road costs & delivery up to \$180,000NZD
Prize Value: NSW	\$140K
Prize Value: ACT	\$140K
Prize Value: SA	\$140K
Notes:	AUSTRALIA & NEW ZEALAND AGED 16+ Repco Ignition Members can receive additional entries.

## **REPCO GARAGE HERROD MUSTANG PROMOTION 2021 FULL TERMS & CONDITIONS DRAFT**

1. This competition ("Competition") is conducted by Repco Australia (A division of GPC Asia Pacific Pty Ltd (ABN 97 097 993 283) of 22 Enterprise Drive Rowville 3178.
2. Commences at 12:01am on 28<sup>th</sup> October 2021 and ends at 11:59pm on 30<sup>th</sup> November 2021 (AEDST) ("Promotion Period").
3. The sections on How to Enter, Bonus Entries, Draw, Winner Notification, Prizes and Miscellaneous Provisions form part of these Terms and Conditions.
4. This Promotion is only open to Repco retail customers and Repco Ignition members who are Australian & New Zealand residents aged 16 years or older who have not been discovered to have breached these Terms and Conditions.
5. Employees (and their immediate families) of the Promoter, participating distributors, resellers, 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.
6. Entry into this Competition is deemed to be acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.
7. Each entrant acknowledges that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of an entrant's ineligibility to enter after the Promoter has awarded a Prize to the ineligible entrant. Return of a Prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.

### **HOW TO ENTER**

8. To enter, an entrants must, during the Promotion Period:
  - a. Visit the website: [www.repco.com.au/thegarage](http://www.repco.com.au/thegarage) and follow the prompts to the competition entry page.
  - b. Complete the promotion entry form including choosing a favourite Dick Johnson video moment and opt in (subscribe) to The Garage and receive 1 entry into the draw.
9. Existing subscribers to The Garage will automatically receive an entry into the competition and are not required to reenter as outlined in section 8.

### **BONUS ENTRIES**

10. Repco Ignition members who make a valid purchase of \$30 incl. GST during the promotional period either instore or online at repco.com.au will accrue 1 entry into the draw. Every subsequent separate purchase of \$30 incl. GST receives 1 additional entry.
11. It is the responsibility of Ignition members to provide their membership details at point of purchase for eligible purchases to receive entries.

12. Entries are linked only to the Repco Ignition membership card presented. There is no limit to the number of entries earned.
13. Products returned will nullify the Repco retail purchase entry.
14. Repco customers can join Repco Ignition for free in store or via the website [repcocom.au](http://repcocom.au) prior to making a purchase.
15. Only 1 entry per person per email address, aliases or shares email addresses not accepted.

## **DRAW AND WINNER NOTIFICATION**

16. All prizes drawn for this promotion will take place at Flow Marketing 121/87 Turner St Port Melbourne VIC, 3207 at 12pm (AEDST) 1<sup>st</sup> December 2021.
17. The first valid entry drawn from all entries received during the promotional period will win the major prize.
18. Winners of any prize will be notified by email within two business days of the prize draws and their name will appear on the website for a period of 28 days.
19. If any prize remains unclaimed by 5pm AEDST 23<sup>rd</sup> February 2022 will be forfeited by that winner and will be redrawn at 12 noon AEDST 24<sup>th</sup> February 2022 at Flow Marketing 121/87 Turner St Port Melbourne VIC, 3220. Winners of any unclaimed prize draw will be notified by telephone and email by the 26<sup>th</sup> February and will have their name will published on the website for a period of 28 days.

## **PRIZES**

20. Major Prize:
  - a. One (1) 2021 Ford Mustang GT 5.0I DJR 40<sup>TH</sup> Anniversary Edition by Herrod Performance motor vehicle with V8 engine and automatic transmission. Prize includes 12 months registration (registered in the winner's State or Territory of residence), compulsory third-party insurance; stamp duty, GST (if applicable) and delivery charge valued up to AUD \$140,000 Incl. GST depending on the State and Territory of Registration in Australia or NZD \$180,000 incl. in New Zealand.
  - b. No extended warranty is given other than the vehicle is in Road Worthy Condition. Additional insurance including comprehensive insurance, options, petrol and all other ancillary costs for are the responsibility of, and will be at the cost of, the winner.
  - c. The promoter recommends the major prize winner obtain comprehensive insurance prior to delivery of the prize.
  - d. If the winner is, through any legal incapacity or otherwise, unable to register the Car in their own name, then the winner may assign the Car to another person (who consents to such assignment) with legal capacity for the purposes of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee.
  - e. If a winner of any prize is under the age of 18 years, the prize may be awarded to, the winner's nominated parent or guardian on the winner's behalf.
  - f. The winner must provide the Promoter with certified copies of all documentation as required by the Promoter before the Car is awarded. As a condition of accepting the Car, the winner must sign any legal documentation

required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity.

- g. The Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, in relation to this Promotion or the merchantability, quality or fitness for a particular purpose regarding the Car or any component of the Car.
  - h. The value of the Car is accurate as at the commencement of this Promotion. The Promoter accepts no responsibility for any variation in the value of the Car after that date. If for any reason the Car (is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value, subject to the approval of the gaming authorities in each State/Territory, where relevant. In the event that for any reason the winner does not take the Car at or by the time stipulated by the Promoter, then the Car will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of the Car. To the extent permitted by law, the Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if the Car is unavailable for any reason.
21. Prizes or parts of the prize are not transferable or exchangeable except where outlined in section 20.e and 20f and cannot be taken as cash.
22. If for any reason any elements of the specified prizes are unavailable, subject to legislative approval, the Promoter reserves the right to replace it with a prize of the same or higher value and of similar specification.
23. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between the date of printing and the ultimate prize wins date.
24. Prize production, delivery schedule and method may affect prize fulfilment times, the promoter will make all attempts to expediate delivery where possible.
25. The Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, in relation to this Competition or the merchantability, quality or fitness for a particular purpose regarding any prize or any component of any prize.
26. Total Prize pool for this promotion in Australia is valued up to AUD \$140,000 Incl. GST. In New Zealand NZD\$180,000 Incl. GST.

#### **MISCELLANEOUS PROVISIONS**

27. No responsibility will be accepted by the Promoter for late, lost or misdirected entries.
28. All entries must be submitted by a person and any automated entries, fraudulent entries or entries by persons using an alias shall be invalid.
29. Each participant must ensure the correct and legible contact information is provided during the Ignition registration process. Changes to contact information must be made to the Administrator prior to the end of the promotional period. This can be done in-store, via email: [online@repcocom.au](mailto:online@repcocom.au) or via phone: 133 227
30. If there is a dispute as to the identity or details of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity or details of the entrant.

31. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the 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.
32. 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 Eligible Businesses and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
33. 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 and New Zealand ("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.
34. 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 tax liability incurred by a winning business (or its authorised representative); or (e) use of a prize.
35. The Promoter will use and handle personal information collected as set out in its privacy policy available on the Promoter's website <https://www.repco.com.au/en/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 personal information collected from entrants 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 personal information, 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 all data will be stored securely in Australia and will not be shared outside Australia.
36. Consent to use and disclosure of personal information: Each entrant acknowledges and consents to the disclosure of their personal information by the Promoter to its contractors, service providers, prize suppliers and agents for the purpose of conducting this Promotion and to State and Territory gaming authorities as required, and the winner's name may be published as required under the relevant legislation.

Entry is conditional on providing this personal information. Entrants should direct any request to opt out of the use and/or disclosure of their personal information to the Promoter.

37. The laws of Australia & New Zealand apply to this promotion to the exclusion of any other law.
38. For a copy of the full terms and conditions visit the website.  
[www.repco.com.au/en/thegarage](http://www.repco.com.au/en/thegarage)
39. The Promoter's decisions in relation to this Promotion are final and no correspondence or communication will be entered into in relation to any aspect of this Promotion.
40. Authorised in Australia under permit numbers: **NSW: SA: ACT**