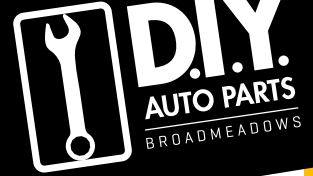


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## **DIY Auto Parts Win a Restored Ute**

### **COMPETITION CONDITIONS**

#### **PARTICIPATION**

- This competition ["Competition"] is conducted by [DIY Auto Parts], ABN [78 165 321 979] ["the Promoter"], of 21 Camp Road, Broadmeadows, Victoria, 3047, ph [03 9357 3577]. Please direct any postal correspondence to [21 Camp Road, Broadmeadows, Victoria, 3047].
- All entry instructions and prize information published by the Promoter form part of these conditions. By entering, entrants accept these conditions.
- The Competition is only open to individuals who: (i) are Australian residents aged 18 years or older at time of entry ; and (ii) are not directors, management or employees, or their immediate family members, of the Promoter or its related companies or agencies associated with the Competition ["Eligible Entrant"].
- Competition entry commences at [August] on [1st] and closes at [3:00] on [11th of Dec] ["Entry Period"]. Except as otherwise stated, all times are Melbourne time.

#### **ENTRY**

- To enter the Competition, an Eligible Entrant must, during the Entry Period drop off off a fully stamped loyalty card at the yard OR share a photo of themselves posing in front of the cutout located at the yard. Repost the image and tag @diyautopartsbr and hashtag #diyautowinaute]
- Entrants may only enter the Competition in their own name. Multiple entries are permitted, but each entry must comply with these conditions.
- Entries must be received by the Promoter during the Entry Period. Entries will be deemed received at the time that the Promoter is satisfied that all necessary requirements under condition 5 have been met and not at the time of submission by the Eligible Entrant. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or delays or failures in any equipment or telecommunications service used to administer this Competition.
- Cost of entry via the internet is free, but internet connection and usage rates may apply. Eligible Entrants should obtain details of such costs from their service providers.
- The Promoter may, in its absolute discretion, declare an entry invalid or disqualify any entrant that tampers with the entry process or benefits from such tampering, submits an entry that is

incomplete or not in accordance with these conditions, or otherwise acts in a manner that is disruptive, dishonest or calculated to jeopardise the fair and proper conduct of this Competition.

· The Promoter reserves the right to require an entrant to verify the validity of their entry within the requested time, including but not limited to an entrant's identity, eligibility, age and address and to disqualify any entrant who does not satisfy any entry criteria in these conditions. Errors and omissions may be accepted at the Promoter's discretion. Proof considered suitable for verification is at the Promoter's discretion.

## **DRAW AND PRIZE(S)**

· All valid entries received during the Entry Period will be entered into the prize draw. The random prize draw will be held at [4:00pm] on [11th December] at [21 Camp Road, Broadmeadows]. The winner will be advised in writing and the winners details will be published on the ACM Parts website for 28 days after the winner has been identified.

· There is one prize to be won. The first valid entry randomly drawn will win the prize. The prize is [Ford BA XR6 Silver Manual valued at \$4995 ]

· If the winner is, through any legal incapacity or otherwise, unable to register or insure the prize vehicle in their own name, they may assign it to another person [who consents to the assignment] with legal capacity for the purpose of registration and insurance cover. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all the documentation required by the Promoter for the purposes of transfer of ownership, registration and insurance before the prize is awarded.

## **PROVISIONS APPLICABLE TO PRIZE(S) GENERALLY**

· The total prize pool is valued at \$[4,995] AUD including GST as at July 2016. A prize value is the recommended retail value as provided by the relevant supplier[s]. The Promoter takes no responsibility for any variation in a prize's value due to exchange rate changes or otherwise.

· Any additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the responsibility of the winner. This includes but is not limited to motor vehicle registration, compulsory third party insurance and any additional vehicle options, petrol and any other ancillary costs". The prize will be available within 28 days of the draw.

· No compensation will be payable if a winner is unable to take any element of a prize as stated, or does not satisfy any conditions of use for any element of the prize [including conditions imposed by event organisers or staff, or other prize providers, such as health, behavior, age and safety requirements], for whatever reason. Any part of a prize that is not taken for any reason is forfeited and no compensation will be provided.

· Other than as expressly stated in these conditions, a prize is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another prize including cash, except at the Promoter's discretion and subject to relevant State and Territory legislation.

## **PRIZE WINNER(S)**

· The prize[s] will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.

· Subject, where relevant, to any directions given by a relevant gaming authority, if: (i) a prize is not claimed by a winner or the Promoter has been unable (despite reasonable efforts) to successfully contact the winner on or before 11th December; or (ii) a winner is determined by the Promoter to be ineligible to win a prize in accordance with these conditions, the relevant prize will be forfeited and instead awarded to another Eligible Entrant in a redraw. Any such redraw will be made from a pool of the remaining Eligible Entrants and will take place at [4:00] on [11th December 2016] at the same location as the original draw, with any unclaimed prizes awarded to the next valid entry randomly drawn in descending order of value (if applicable).

## **GENERAL**

· If for any reason this Competition is not capable of running as planned, or is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, weather event, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend the Competition, or invalidate any affected entries, subject to the approval of any relevant gaming authorities, where required.

· The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); or (v) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.

· All of the Promoter's decisions in relation to all aspects of this Competition are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- A winner accepts a prize at their own risk. Any tax liability arising as a result of accepting a prize is the responsibility of the winner. Independent financial advice should be sought.
- To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel [the "Relevant Parties"] exclude all liability for any loss [including any damage, claim, injury, cost or expense] which is suffered or incurred by any Eligible Entrant in connection with the Competition or a prize, including without limitation: [i] any indirect, special, economic or consequential loss; [ii] any loss arising from the negligence of a Relevant Party; and [iii] any liability for personal injury or death. To the extent that such liability cannot be excluded by law, it is limited to the minimum allowable by law. The Promoter may request that a winner signs and returns a deed of release to this effect as a condition of a prize being awarded. If a winner fails to sign and return such release, they may forfeit the prize.
- The winner[s] must, at the Promoter's request, participate in all promotional activity [such as publicity and photography] surrounding winning a prize, free of charge, and consent to the Promoter using their name, likeness, image and/or voice [including any photograph, film and/or recording of them] in promotional material in any media at any time without notification or compensation, financial or otherwise.
- Each entrant completely releases Facebook from any and all liability in relation to this Competition, and acknowledges that this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook.
- Apple, the Apple logo and iPhone are trademarks of Apple Inc. App Store is a service mark of Apple Inc. Apple Inc is not a sponsor of this Competition and is not involved in the Competition in any way.

## **PRIVACY STATEMENT AND MARKETING CONSENT**

- Entrants' personal information is collected from entrants by or on behalf of the Promoter to enable the Promoter and its agents to manage, administer and promote the Competition and, where applicable, publicise the winner[s]. The personal information may also be provided to persons assisting the Promoter, including prize suppliers and deliverers, marketing agencies and IT providers, and to gaming authorities, media outlets and related companies. The Promoter will disclose entrants' personal information and/or collect personal information about entrants from persons overseas to engage in its business functions and activities and for the purposes detailed in this statement. The country/ies the Promoter will usually disclose entrants' personal information to include
- If an entrant has marked the "opt-in" box on the entry form, the entrant also consents to the retention of their personal information so that the Promoter and any related companies that use the DIY Auto Parts brand ["we"/"us"] may use this information from time to time to let the entrant know about news, offers, products and services they might be interested in [by any

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medium, including telephone, email, mail, SMS or online marketing]. In order to carry out direct marketing, entrants' personal information will be collected from and disclosed to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We, and other people who provide us with services, may combine the personal information collected from entrants or others, with the information we, or other companies in the Suncorp Group, or our service providers already hold about entrants. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance. Entrants may unsubscribe from marketing communications at any time using information contained in a marketing message or by making a request during a telephone call.

· [Entry into the Competition also entitles the Promoter and any related companies that use the DIY Auto Parts brand ["we"/"us"] to let the Eligible Entrant know from time to time about news, offers, products and services they might be interested in [by any medium, including telephone, email, mail, SMS or online marketing]. In order to carry out direct marketing, entrants' personal information will be collected from and disclosed to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We, and other people who provide us with services, may combine the personal information collected from entrants or others, with the information we, or other companies in the Suncorp Group, or our service providers already hold about entrants. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance. Each Eligible Entrant agrees that they must provide and/or maintain their consent to receive such marketing communications and not opt out of receiving such communications during the Entry Period.

· All personal information is handled in accordance with these conditions, and the Promoter's Privacy Policy. Information about how to access or correct the personal information that the Promoter holds about you, or complain, can be found in the Promoter's Privacy Policy available online at [www.diy-autoparts.com.au/privacy-policy](http://www.diy-autoparts.com.au/privacy-policy)