

Super Cheap Auto Pty Ltd
Ultimate Trade Upgrade Competition – New Zealand
Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The promoter ("**Promoter**") is Super Cheap Auto Pty Ltd ("**SCA**"), ACN: 085 395 124) of 6 Coulthards Ave, Strathpine, QLD 4500.
3. Entry is open to all residents of New Zealand who are/become a Supercheap Auto Trade customer. However, employees and their immediate families of Promoter, Engage Interactive, and their associated agencies and companies are not eligible to enter.
4. If an entrant is under 18, they must get approval from their parent/guardian before entry and if they will be under 18 years of age on the date the prize is awarded, the prize will be awarded to the winner's parent/guardian. By approving an entrant's participation or by accepting any prize on a winner's behalf, their parent/guardian accepts these conditions.
5. Membership of the SCA Trade program (and, consequently, participation in this promotion) is subject to the terms and conditions, available at <https://www.supercheapauto.co.nz/customer-service/terms-conditions.html>, as amended from time to time.
6. The promotion commences on Sunday, 1st May 2022 at 00:01 (NZST) and concludes on Thursday, 30th June 2022 at 23:59 (NZST). ("**Promotional Period**")
7. The promotion will be advertised at <https://www.supercheapauto.co.nz/> ("**Website**") as well as the SCA Trade catalogues, in-store, social media and via e-mail.
8. To enter, a member of the SCA Trade program ("**Trade Member**") must spend at least \$200.00 NZD including GST (excluding any product returns, gift card purchases and freight charges) at any SCA stores in New Zealand or online at the Website or via the SCA Trade hotline or via an SCA Trade representative during the Promotional Period. Trade Members who spend a total of \$200 NZD (including GST) will automatically receive an entry into the draw for every \$200 NZD spent. (For example: \$1,000 NZD cumulative spend is 5 entries into the draw). ("**Qualifying Purchase**").
9. Special Order purchases by a Trade Member will not be counted as a Qualifying Purchase unless the order has been paid and collected during the Promotional Period.
10. Uber Rewards program drivers are not eligible to enter this promotion.
11. Entry is automatic when a Trade Member makes a Qualifying Purchase:
 - 11.1. in a Supercheap Auto store and transacts using their Supercheap Auto Trade membership card at time of purchase;
 - 11.2. on the Website when logged in with their SCA Trade membership details; or
 - 11.3. via SCA Trade hotline or SCA Trade representative by confirming their membership details.
12. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to update their SCA Trade membership contact details prior to the draw date and time. The Promoter takes no responsibility for being unable to contact an entrant if the entrant has not updated their SCA Trade account details.
13. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including store receipt for purchase requirement and SCA Trade membership details) in order to claim a prize. Proof of identification, residency, 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. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

14. The Promoter may disqualify any entrant who:

- 14.1. tampers with the entry and/or draw process,
- 14.2. submits an entry that is not in accordance with these Terms & Conditions;
- 14.3. has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive, or disruptive;
- 14.4. has breached any law;
- 14.5. may jeopardise the fair and proper conduct of the promotion;
- 14.6. damages the goodwill or reputation of the promotion, the Promoter, prize suppliers or any of its related entities or of the agencies or companies associated with this promotion; or
- 14.7. behaved in a way that is otherwise inappropriate.

This includes, but is not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses to register single or multiple purchases. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry are of a type described in this clause.

- 15. Entries must be received by 23:59 (NZST) on Thursday 30th June 2022. The time of entry will in each case be the time the data is received by the Promoter's system. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason. Entrants are responsible for their own costs associated with entering.
- 16. Each valid entrant who has entered the promotion over the duration of the Promotional Period will be entered into the draw. One (1) valid entrant will be drawn at random to become the winner. The draw will take place at 24 Washpool Crescent, Woongarra NSW 2259 on Thursday, 7th July 2022 at 16:00 (NZST).
- 17. The winners will be notified within seven (7) days of the draw via phone call and email. The winners will have their details published at <https://www.supercheapauto.co.nz/> and on SCA social media sites from Thursday, 14th July 2022.
- 18. The prize will be awarded to the person named in the winning entry. However, in the event of a dispute as to the name of the person who has the winning entry, the prize will be awarded to the account holder of the Supercheap Auto Trade Card.
- 19. The winner must claim their prize by Friday, 7th October 2022 at 16:00 (NZST). Prizes will be delivered within twenty-eight [28] days of the prize being awarded to the address provided by the entrant at the time of entry. The Promoter takes no responsibility for an incorrect postal address being provided by the entrant. The Promoter is also not liable for any prize that has been lost, stolen, damaged or tampered with in any way after it has been dispatched.
- 20. An unclaimed prize draw will take place at 24 Washpool Crescent, Woongarra NSW 2259 on Monday, 10th October 2022 at 16:00 (NZST). The winner will be notified within seven (7) days of the draw via phone call and email. The winner will have their details published at <https://www.supercheapauto.co.nz/> and on SCA social media sites from Friday, 14th October 2022.
- 21. The winner will receive the following seven (7) prizes;

Article Number	Article Description	Brand Name	Retail Price
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621455	TOOL CHEST 6 DRAWER 42" BL NEON V2 TP.	ToolPRO	\$699
621456	TOOL CABINET 6 DRAWER 42" BL NEON V2 TP	ToolPRO	\$929.00
600237	SECURITY CAMERA WIRELESS 4PK EUFY 2C	Eufy	\$899.00
601464	TOOL KIT 228PC TPX	ToolPRO-X	\$529
628829	P/WASHER K5 FULL CONTROL KARCHER	Karcher	\$749
579366	VHF RADIO HANDHELD 5W ORICOM MX500	Oricom	\$229.99
607361	DRIVING LIGHT LED 224MM KIT RIDGE RYDER	Ridge Ryder	\$279.99

22. The Total Prize Pool is up to \$4,314.98 (NZD). The stated retail prices are effective as at 1st March 2022.
23. Prizes are not transferable or exchangeable and cannot be taken as cash. Without limiting any other term of these Terms and Conditions, the prize (and element of the prize) must be taken as and when specified, or will be forfeited with no replacement. The Promoter is not responsible for any change in prize value.
24. If for any reason a winner is unable to accept the prize as stated, the winner will forfeit the prize and no compensation will be given in lieu. If the prize or any part of a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize or part of the prize with a prize of the equal value and/or specification, subject to any necessary approval by the relevant gaming authorities.
25. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed, photographed and filmed. The winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use. The winner agrees to irrevocably and unconditionally waive any and all moral rights they have, or may accrue, in relation to any such advertising.
26. The Promoter is not responsible for any tax implications arising from winning the prize. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. If for GST purposes this promotion results in any supply being made for non-monetary consideration, the winner must follow the New Zealand Inland Revenue's stated view.
27. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the promotion result.
28. It is a condition of accepting the prize that the winners may be required to sign a legal release form determined by the Promoter in its absolute discretion.
29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to any necessary approval by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.
30. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute such as the Consumer Guarantees Act.
31. The Promoter, prize suppliers and the agencies and companies associated with this promotion shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury,

illness or death suffered or sustained in connection with the prize except for any liability which cannot be excluded by law.

32. The Promoter, prize suppliers and the agencies and companies associated with this promotion are not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
33. The Promoter collects each entrant's personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties (including without limitation a related body corporate, agents, contractors) and if required, to the New Zealand regulatory authorities. Entry is conditional on the entrant providing the information required by the Promoter. Further, by entering this promotion, each entrant consents to the information they submit being entered into a database and the Promoter may use this information in any media for promotional, marketing and publicity purposes connected to this promotion without any further reference or payment or other compensation to the entrant. The Promoter's Privacy Policy is available at <https://www.supercheapauto.co.nz/customer-service/privacy-policy.html>.
34. Entrants' personal information may be disclosed to the relevant New Zealand lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.