## Win Your Own Jayco Crosstrak Hybrid Caravan Promotion Terms and Conditions

Promoter	Castrol Australia Pty Ltd (ABN 87 008 459 407), having its principal office at Level 17, 7 Bourke Street, Docklands VIC, Australia 3008 and		
	Castrol New Zealand Limited (NZBN 9429049090659), having its principal office at Ground Floor, Watercare House, 73 Remuera Road, Remuera, Auckland, New Zealand 1050.		
Promotion Period	If you enter in Australia: 12.01am (AEDT) on 14/12/2023 to 11.59pm (AEDT) on 14/01/2024.		
	If you enter in New Zealand: 2am (NZDT) on 14/12/2023 to 1.59am (NZDT) on 15/01/2024.		
Promotion	Win Your Own Jayco Crosstrak Hybrid Caravan Promotion		
Who can enter?	Only Australian and New Zealand residents who:		
	(a) are aged 18 years or over; and		
	(b) are a member of a Super Cheap Auto's (including Club or Trade) loyalty program,		
	(You or Your).		
	Participation in the Super Cheap Auto Pty Ltd, Super Cheap Auto (New Zealand) Pty Ltd and Supercheap Auto Trade (collectively referred to as <b>Super Cheap Auto</b> ) loyalty program(s) (and, consequently, participation in this Promotion) is subject to the terms and conditions which apply to Super Cheap Auto's separate loyalty program and terms and conditions.		
	For Australian residents, those terms and conditions are available at:		
	<ul> <li>https://www.supercheapauto.com.au/customer-service/terms-conditions.html for Supercheap Auto Club Terms and Conditions and for Trade Terms and Conditions of Use</li> </ul>		
	as amended from time to time.		
	For New Zealand residents, those terms and conditions are available at:		
	<ul> <li>https://www.supercheapauto.co.nz/customer-service/terms-conditions.html for Supercheap Auto Club Terms and Conditions and for Trade Terms and Conditions of Use</li> </ul>		
	as amended from time to time.		
Who can't enter?	Directors, officers, management and employees and contractors (and their immediate families) of:		
	(a) the Promoter;		
	(b) the agencies, companies or participating premises associated with this Promotion; and		
	(c) Super Retail Group.		
Where will the Promotion run?	The Promotion will run in Super Cheap Auto stores ( <b>Stores</b> ) in Australia and New Zealand.		
	The Stores include:		
	all physical Super Cheap Auto Stores in Australia and New Zealand; and		
	2. the online store at:		
	<u>www.supercheapauto.com.au</u> (for Australia); and		
	<u>www.supercheapauto.co.nz</u> (for New Zealand)		

	(each a <b>Website</b> ).	
Qualifying Purchase	Spend \$40 or more on any Castrol product/s (excluding special order products, being those products available online that have the blue and white special order logo included in the online product listing) in one transaction.	
	Subject to the Entry Instructions below, You will receive one entry for every \$40 spent in a single Qualifying Purchase. For example, a \$120 Qualifying Purchase = 3 entries; and if You spend \$83 in one Qualifying Purchase, You will receive 2 entries.	
	For the purposes of a Qualifying Purchase: \$40 means NZD\$40 if You are making a purchase from a New Zealand Store or Website; and \$40 means AUD\$40 if You are making a purchase from an Australian Store or Website.	
Entry	To enter, You must, during the Promotion Period:	
Instructions	(a) make a Qualifying Purchase from a Store and at the time of purchase, provide Your Super Cheap Auto Club or Super Cheap Auto Trade card to be scanned by the cashier,	
	OR	
	(b) visit a Website (as relevant to Your region), log in to Your Super Cheap Auto Club or Super Cheap Auto Trade account and make a Qualifying Purchase,	
	to automatically receive one entry for every \$40 spent in that Qualifying Purchase.	
	For the avoidance of doubt, special order products (products available online which are displaying the blue and white special order logo) are excluded from this Promotion and do not constitute a Qualifying Purchase.	
	For clarity, a special order product is a product that is not stocked in store, but is available to be ordered for delivery online or in store.	
	Entries will be recorded via the Supercheap Auto database and are deemed to be received at the time of receipt into the Supercheap Auto database.	
	The Promoter is not responsible if Your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.	
How many winners will there be and how will they be chosen?	There will be 1 winner across Australia and New Zealand determined in respect of this Promotion.	
	There will be one draw conducted.	
	The draw will be held at 12pm (AEDT) (which is 2pm NZDT) on 29/01/2024 at Gadens Lawyers, Level 13, 447 Collins Street, Melbourne VIC 3000.	
	The first valid entry drawn randomly from all of the entries received during the Promotion Period will win the prize.	
	The Promoter may draw additional reserve valid entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed ( <b>Reserve Entrants</b> ).	
What can I win?	There is 1 prize available.	
	The prize consists of the following:	
	(a) a 16ft Jayco Crosstrak Hybrid Caravan (16.48-3) valued at up to AUD\$57,990 / NZD\$62,075.43;	
	<ul> <li>Price is RRP based on a standard 2024 model. Drive away/tow away price includes all on-road costs including dealer delivery, stamp duty, CTP insurance, registration and weight tax;</li> </ul>	
	ii. The winner is responsible for insurance before collection. The prize provider will assist with the registration process and provide in advance the details required to legally achieve registration plus any other legal requirements that must be satisfied;	

iii. The Promoter & or Jayco Corporation is not responsible for, and will not provide the winner with petrol, comprehensive insurance, transport, body, paint or mechanical damage, or any other costs or damages. The winner will be responsible for collecting the vehicle from their local participating Javco dealer and any expenses they incur while doing so: 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. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize; The winner will need a valid Australian/New Zealand driver's license, a legally compliant and fit for purpose tow vehicle with electric brakes when collecting the prize; and vi. The prize is non-transferable, cannot be redeemed for cash, or any unused portion of a prize cannot be transferred, exchanged or redeemed for cash, and (b) 'Free Fuel for a Year', namely BP gift card/s pre-loaded with AUD\$5,000 (if the winner is an Australian entrant) or NZD\$5,500 (if the winner is a NZ entrant). The value of the gift card(s) is calculated based on modelling from BP of fuel tank transactions in Australia and New Zealand showing an average spend of approximately AUD\$95 per week in Australia and NZD\$105 per week in New Zealand, in each case multiplied by 52 weeks. The BP gift card/s will have an expiry date of 6 April 2025. Disclaimer: Any ancillary costs associated with redeeming the BP Gift Card/s are not included. Redemption of the BP Gift Card/s is subject to the terms and conditions associated with the BP Gift Card located at www.bp.com/content/dam/bp/countrysites/en\_au/australia/home/products-services/cards/dift-cards-terms-conditions.pdf. The prize does not include comprehensive insurance or any accessories not specified. If You are the winner, to claim the vehicle prize You must attend (at Your own cost) either the dealership or Super Cheap Auto Store as nominated by the Promoter to collect it. For the avoidance of doubt: If You enter in Australia: the nominated dealership will be in Australia; and If You enter in New Zealand: the nominated dealership will be in New Zealand. The winner must provide all information and sign all documents required to allow the Promoter to register the vehicle in the winner's name before collection. You must be able to register and operate the vehicle in Your name in accordance with applicable laws. However, if the Winner is unable to register the vehicle in their name, then the Winner may register it in another person's name provided that person has agreed to be responsible as the registered person for the vehicle and is capable of being the registered person under applicable law. Availability of the prize may be delayed due to Covid-19 related issues/restrictions (for example, but not limited to, manufacturing/supply chain delays, government restrictions/orders and national/state/overseas border closures). If delivery/availability is delayed, the Promoter will keep the winner informed and updated as to when they can expect to receive the prize. Total prize pool The prize pool is valued up to AUD\$62,990 / NZD \$67,575.43. The prize values set out above are based on the exchange rates as of 08/12/2023 and are subject to change. The Promoter is not responsible for any change in exchange rate. You can enter multiple times, provided You only enter once per \$40 spent in a given How many times can I enter? Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions. How and when The winner will be notified by phone and in writing (via the contact details on record for the will the winner/s winner's Super Cheap Auto Club account and/or Supercheap Auto Trade loyalty program be informed? account) within 7 business days of determination and will have their name and state/territory/region of residence published at https://www.supercheapauto.com.au/ and https://www.supercheapauto.co.nz/ on 05/02/2024 for a period of 28 calendar days.

### Unclaimed prize/s

Prize claim date: 11am (AEDT) (which is 1pm NZDT) on 05/03/2024.

**Unclaimed prize determination:** 12pm (AEDT) (which is 2pm NZDT) on 06/03/2024 at the same location as the original draw.

If the prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize. Any such winner will be informed by phone and in writing within 7 business days of determination and, their name and state/territory/region of residence will be published at <a href="https://www.supercheapauto.com.au/">https://www.supercheapauto.com.au/</a> and <a href="https://www.supercheapauto.con.nz/">https://www.supercheapauto.con.nz/</a> on 13/03/2024 for a period of 28 calendar days.

If a prize winner cannot be found, that information will be published at <a href="https://www.supercheapauto.com.au/">https://www.supercheapauto.com.au/</a> and <a href="https://www.supercheapauto.co.nz/">https://www.supercheapauto.co.nz/</a> on 01/04/2024.

# Collection and use of Your personal information

Supercheap Auto Pty Ltd (ABN 64 085 395 124) and Super Cheap Auto (New Zealand) Pty Ltd (NZBN 9429036715527) are subsidiaries of Super Retail Group Limited (ACN 108 676 204). By virtue of a Qualifying Purchase, a Club member or Trade member will automatically be entered into the Promotion. If You do not wish to participate in this Promotion, please contact Supercheap Auto (AU - <a href="https://www.supercheapauto.com.au/contactus">https://www.supercheapauto.com.au/contactus</a> or NZ <a href="https://www.supercheapauto.co.nz/contactus">https://www.supercheapauto.co.nz/contactus</a> ) by 21 January, 2024 to not be entered into the Promotion.

If You enter the Promotion, Super Cheap Auto will collect Your information including Your name, email address and/or phone number, to automatically enter You into the Promotion, to contact You if You are a winner and for marketing. If You do not provide this information, You won't be eligible to enter the Promotion. We may share this information with our third-party service providers (including some located overseas) as set out below.

If You are a winner, Your personal information including name, email address and/or phone number will be used to contact You about the Promotion and for marketing purposes. Super Cheap Auto will provide only the winner's information to the Promoter with Your consent. Supercheap Auto may share the winner's information with third parties (including third-party service providers (including some located overseas)) as set out in section 6 of Super Cheap Auto's <a href="https://www.supercheapauto.com.au/customer-service/privacy-policy.html">https://www.supercheapauto.com.au/customer-service/privacy-policy.html</a> and <a href="https://www.supercheapauto.co.nz/customer-service/privacy-policy.html">https://www.supercheapauto.co.nz/customer-service/privacy-policy.html</a> More information (including about how You can access Your information or make a complaint) can be found in Super Cheap Auto's Privacy Policy. You can also contact Super Cheap Auto at <a href="mailto:privacy@supercheapauto.com">privacy@supercheapauto.com</a> or via the details set out in section 10 of Super Cheap Auto's Privacy Policy.

If You are the winner, the Promoter and companies associated with this Promotion may:

- (i) ask You to take part in some publicity, photography and other promotional activity as the Promoter and such associated companies reasonably require, without any compensation. You consent to the Promoter and companies associated with this Promotion using Your name and image in any promotional or advertising activity;
- (ii) also use Your personal information to help improve its goods and services; and
- (iii) share Your personal information with the Promoter's franchised dealers, related companies, agents, contractors or promotional partners. By entering and providing personal information, You consent to receive email or SMS messages from Super Cheap Auto, the Promoter and companies associated with this Promotion without any functional unsubscribe facility if they relate primarily to the conduct of this Promotion.

Personal information provided to the Promoter may be disclosed to overseas locations such as Australia, New Zealand, China, Germany, Singapore, Switzerland, United States, United Kingdom, Malaysia, Philippines and India. The Promoter's Privacy Policy (available at <a href="www.castrol.com/en au/australia">www.castrol.com/en au/australia</a> if You are an Australian entrant) and (https://www.castrol.com/en\_nz/new-zealand/home/privacystatement.html if You are a New Zealand entrant) states: (a) how You can seek access to the personal information the Promoter holds and seek the correction of such information; and (b) how You can complain about a breach of privacy and how the Promoter will deal with such a complaint. If You are a winner and provide personal information, You consent to the use of Your personal information in this manner, and as provided for under the Super Cheap Auto's and the Promoter's Privacy Policies. Permit numbers Authorised under: ACT Permit No. TP23/02333 SA Licence No. T23/1772 NSW Authority No. TP/000651

These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, You accept these Terms and Conditions.

#### **Entry**

Your entry must be received during the Promotion Period and will be deemed to be received only when received by Super Cheap Auto. If You return a Qualifying Purchase, Your entry may be deemed invalid at Super Cheap Auto. The Promoter and Super Cheap Auto are not liable for any problems with communications networks. You are responsible for Your own costs associated with entering. If You enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, You may be disqualified.

#### **Prize**

- The prize and all elements of the prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoter and Super Cheap Auto will not be liable. The prize is subject to any additional terms and conditions imposed by the relevant supplier, Super Cheap Auto or the Promoter and any additional regulations or regulatory requirements.
- 4 You are responsible for all other unspecified costs related to the prize, including insurance (including excesses), additional taxes, costs associated with ongoing use of the prize, etc.
- The Promoter and Super Cheap Auto are not responsible for any dispute between You and any person with whom You choose to, or choose not to, share a prize.

#### General

- Any failure by You to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- If You or Your entry are deemed by the Promoter or Super Cheap Auto to breach these Terms and Conditions, Your entry (or at the Promoter's discretion, all of Your entries) may be discarded. The Promoter or Super Cheap Auto may, at any time, require You to produce documentation to establish to the Promoter's or Super Cheap Auto's satisfaction the validity of Your entry/entries and/or verifying Your identity (including documentation establishing Your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 8 You must not:
  - tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);

- (b) engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
- (e) breach any law; or
- (f) behave in a way that is otherwise inappropriate.
- 9 Super Cheap Auto or the Promoter are not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- If any dispute arises between You and the Promoter concerning the conduct of this Promotion or claiming a prize, the Promoter will take reasonable steps to consider Your point of view, taking into account any facts or evidence You put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Promotion is final.
- Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. Super Cheap Auto nor the Promoter are not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the relevant gaming authorities (including Australian state/territory authorities if You are an Australian entrant).
- 12 By entering, You request that Your full address not be published.
- If this Promotion cannot run as planned for any reason beyond Super Cheap Auto or the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/entrants, 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.
- Super Cheap Auto and the Promoter are not responsible for any tax implications arising from You winning a prize. You should seek independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration and You are an Australian entrant, You must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

#### Liability

- Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth), or the *New Zealand Consumer Guarantees Act 1993* (Non-Excludable Guarantees).
- Except for any liability that cannot be excluded by law (in which case that liability is limited to the greatest extent allowed by law), including liability under the Non-Excludable Guarantees, Super Cheap Auto and the Promoter (including its officers, employees and agents) the agencies and companies associated with this Promotion excludes all liability (including in negligence) for any personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death, or any loss, expense or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion and Promotion or any prize, including without limitation (a) any technical difficulties or equipment malfunction (whether or not under Super Cheap Autor's or 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 due to any reason beyond the reasonable control of Super Cheap Auto or the Promoter; (d) any variation of the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) use of a prize by any person.
- Without limiting the previous paragraph, Super Cheap Auto, the Promoter and the agencies and companies associated with this Promotion are not liable for any loss of, damage to or delay in delivery of the prize, or for any damage that occurs to the displayed prize (where relevant). Unless otherwise specified, the prize will only be delivered to addresses in Australia or New Zealand, as applicable.
- This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide Your information to the Promoter and

Super Cheap Auto and not to any social media platforms from any and all liability.	form. You completely release any relevant social media