

WIN AN ENGEL FRIDGE - TERMS AND CONDITIONS

By entering into the Competition ("Competition"), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.
- 1.2 Incomplete or illegible entries will be deemed invalid.

2. WHO CAN ENTER?

- 2.1 The Competition will only be conducted in Queensland.
- 2.2 Entry is only open to:
 - Customers of the Volvo Dealership located in Wacol, Pinkenba and the Gold Coast ("**Participating Dealerships**") that have their Volvo and/or Mack branded vehicle clutch replaced during the Promotional Period.
 - Employees (and their immediate families) of the Promoter, participating stores and agencies associated with this Competition 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 first cousin.

3. HOW TO ENTER & CONDITIONS OF ENTRY

- 3.1 The Competition commences at 6.00am AEST on **1 July 2018** and entries close at 6.00pm AEST on **30 September 2018** ("**Promotional Period**").
- 3.2 To be eligible to enter, individuals must:
 - (a) Have their Volvo/Mack branded vehicle clutch replaced at the Participating Dealerships during the Promotional Period;
 - (b) Mention the Promotion to the Participating Dealership at the time of booking your clutch replacement;
 - (c) Provide a copy of clutch special flyer into the Participating Dealership; and
 - (b) Leave their business card at the Participating Dealerships where designated by the Participating Dealerships.
- 3.6 Entrants must retain their original receipt for the vehicle service. Failure to produce the proof of service when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any right to a prize.

- 3.7 Each eligible entrant from the three Participating Dealerships will go into the Prize Draw.
- 3.8 Entrants consent to the Promoter using their name and postcode in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

4. PRIZES

- 4.1 The total prize pool for this Competition is RRP\$1,492.47AUD (inclusive of GST).
- 4.2 The prize to be won is a (1) silver MT 45FCP Engel 40Ltr Combi Fridge/Freezer valued at RRP\$1,492.47AUD (inclusive of GST). Single prize drawn to be won across VCV Brisbane South, North and VCV Gold Coast.
- 4.3 The following conditions apply to the prize:
- (a) The prize is not transferable or exchangeable and cannot be taken as cash.
 - (b) If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
 - (a) (c) The prize must be picked up at the Promoter's address or from the Participating Dealership.

5. THE DRAW, DRAW SCRUTINY & REDRAW

- 5.1 The draw for the prize will be conducted by the VCV Brisbane South 20 Westgate St, Wacol QLD 4076 at 10:00 am AEST on **8 October 2018 (Barrel Draw)**. The first valid entry drawn from all entries across all Participating Dealerships will win the prize.
- 5.2 The winner of the Prize Draw will be notified via phone by the Promoter within two (2) business days from the draw date. Their name will also be published on the Promoter's Facebook.
- 5.3 The decision of the Promoter is final and no correspondence will be entered into.
- 5.4 Each winner has 90 days to claim their prize. If the prize is unclaimed after 90 days then there will be a redraw conducted by the Promoter for the unclaimed prize. In such event, a redraw will take place on 12 November 2018 at the same time and place as the Prize Draw, subject to any directions from a regulatory authority. The winners will be notified in writing within two (2) business days of the redraw.

6. PROMOTER'S RIGHTS

- 6.1 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.2 If this Competition 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 entrant; or
 - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Competition. Entry is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may, if the entrant has opted in on the entry form, and, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's privacy policy at <http://www.volvotrucks.com.au/en-au/misc/privacy.html>

- 6.3 Entrants should direct any request to access, update, correct information or opt out to the Promoter.
- 6.4 All entries become the property of the Promoter.

7. NO LIABILITY OF THE PROMOTER

- 7.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the Competition 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 Promoters may in their absolute discretion cancel the Competition and recommence it from the start on the same conditions,

subject to state government legislation.

- 7.2 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 ("**Non-Excludable Guarantees**").
- 7.3 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 the Competition, including but not limited to the following:
- (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (c) any theft, unauthorised access or third party interference;
 - (d) any entry 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;
 - (e) any loss or damage to an prize in transit;
 - (f) any tax liability incurred; or
 - (g) the use or enjoyment of the prize.

8. PROMOTER'S DETAILS

Volvo Group Australia Pty Ltd, 20 Westgate St, Wacol Qld 4076, Tel 07 3710 3710