

CoolDrive Air Con Trade Promo 2018 Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	CoolDrive Air Con Trade Promo 2018
Promoter:	Automotive Imports Proprietary Limited (t/a CoolDrive Distribution) ABN 29 005 378 727, 22-28 Lexton Road, Box Hill, VIC 3128, Australia. Ph: 03 9896 7300
Promotional Period:	Start date: 01/11/18 at 07:00 am AEDT End date: 07/02/19 at 11:59 pm AEDT
Purchase Period:	Start date: 01/11/18 at 07:00 am AEDT End date: 31/01/19 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian and NZ customers with an account with CoolDrive. Entrants must be within the CoolDrive's trading terms and must not have overdue monies owing in order to be eligible to claim any prize.
How to Enter:	<p>To receive a game card, the entrant must purchase at least one (1) product from the CoolDrive Air Conditioning category in one (1) transaction ("Eligible Order") from the CoolDrive website or by phone order ("Participating Venues") during the Purchase Period. The game card can be found in the packaging containing the order.</p> <p>The entrant must scratch the game card to reveal one (1) of the following:</p> <ol style="list-style-type: none"> (1) Instant Win Prize; (2) No.7 Driver Card – rarest piece of car; or (3) Other car part plus opportunity to enter second chance draw. <p>There are seven (7) pieces of car to collect, one (1) piece is a rare piece.</p> <p>Instant Win Prize Claim If an entrant scratches the game card to reveal an instant win prize they will win the prize shown. To claim the prize, the entrant must visit winwithcooldrive.com.au follow the prompts to the Instant Win Prize claim section, and fully complete the claim form with all requested details including their CoolDrive account number and the unique code from the winning game card. Instant Win Prize claims close 01/04/19 at 02:30 pm AEST.</p> <p>Second Chance Draw Entry If an entrant scratches the game card to reveal the opportunity to enter the second chance draw, they must visit winwithcooldrive.com.au follow the prompts to the Second Chance Draw section, and fully complete the claim form with all requested details including their CoolDrive account number and the unique code from the game card received during the Promotional Period.</p> <p>Chance to Win A Car Major Prize For the chance to win the Major Prize, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> a) collect seven (7) corresponding game cards (see 'Chance to Win an Instant Win Prize' section above for details on how to receive game card/s); and b) visit winwithcooldrive.com.au, follow the prompts to the Major Prize Draw entry page; fully complete and submit the online entry form including: <ol style="list-style-type: none"> a) their personal details (first name, last name, and email address) and their CoolDrive account number; and b) a photo of the fully assembled board with 7 game cards and the unique code of the No.7 Driver Card (which will be revealed to the entrant on the back of the game card).

	<p>Only entrants that complete the 'Chance to Win a Car Major Prize' mechanic above will be entered into the Major Prize Draw.</p> <p><u>Proof of Purchase:</u> All entrants must retain proof of purchase. The proof of purchase required is the game card received in the packaged order. Game cards strictly limited.</p> <p><i>For the sake of clarity, if the CoolDrive customer is a business (and not an individual), only the employee of the CoolDrive Account Holder that completed the Eligible Order referenced above is entitled to the game card and any associated prize.</i></p>
Entries permitted:	Limit one (1) game card permitted with each Eligible Order/Invoice.
Total Prize Pool:	Up to AUD \$50,389.10

Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize			
<p>The Major Prize is:</p> <p>If the winner is an Australian resident: The prize is one (1) new Hyundai Accent Sport, 1.6 Hatchback Auto 2018 with automatic transmission, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from State by State).</p> <p>If the winner is a NZ resident: The prize is one (1) new 2018 car of similar specification and value to that awarded to a winner who is an Australian resident as detailed above. The Promoter reserves the right to determine the make and model of the awarded car in its sole and absolute discretion.</p>	1	<p>Aus: up to AUD\$21,325.10</p> <p>NZ: up to an amount equivalent to the value of AUD\$21,325.10</p>	<p>Draw: computerised random selection - 08/02/2019 at 02:30 pm AEDT</p>
Instant Win Prizes			
<p>Instant Win Prize 1: If winner resides in Australia the prize is one (1) Hisense P6 55" Series 6 4K UHD Smart LED TV.</p> <p>If the winner resides in New Zealand, the prize is one (1) LG UK6700 55inch 4K UHD Smart LED TV.</p>	3	<p>AUD\$998.00</p> <p>NZD\$1,598.00</p>	Instant Win
Instant Win Prize 2: The prize is one (1) Apple iPad 32GB Wi-Fi (Silver) 6th Gen.	10	<p>AUD\$469.00</p> <p>NZD\$548.00</p>	Instant Win
Instant Win Prize 3: The prize is one (1) JBL Endurance SPRINT Wireless In-Ear Headphones.	25	<p>AUD\$80.00</p> <p>NZD\$99.00</p>	Instant Win
Instant Win Prize 4: The prize is one (1) \$50.00 VISA gift card.	50	<p>AUD\$50.00</p> <p>NZD\$50.00</p>	Instant Win
Instant Win Prize 5: The prize is one (1) \$50.00 Shell gift card.	50	<p>AUD\$50.00</p> <p>NZD\$50.00</p>	Instant Win
Instant Win Prize 6: The prize is one (1) Team CoolDrive V8 Supercars Shirt. Exact size of shirt awarded determined by the Promoter.	20	<p>AUD\$44.00</p> <p>NZD\$48.88</p>	Instant Win
Instant Win Prize 7: The prize is one (1) \$30.00 iTunes gift card.	100	<p>AUD\$30.00</p> <p>NZD\$30.00</p>	Instant Win
Instant Win Prize 8: The prize is one (1) V8 Engine Cooler Fridge.	300	<p>AUD\$20.00</p> <p>NZD\$22.22</p>	Instant Win

Instant Win Prize 9: The prize is one (1) CoolDrive hat. Exact size of hat awarded determined by the Promoter.	250	AUD\$10.00 NZD\$11.11	Instant Win
Instant Win Prize 10: The prize is one (1) CoolDrive Matchbox Car.	200	AUD\$10.00 NZD\$11.11	Instant Win
Prize Conditions:	<p>All prizes: No part of a prize is exchangeable, redeemable for cash or any other prize or transferable.</p> <p>Major Prize: Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The colour of the vehicle awarded will be determined by the Promoter in its sole discretion. The winner must collect the prize from their nearest authorised Hyundai dealership. 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 purpose of registration. 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 required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.</p> <p>Applicable to Voucher/Gift Card Prizes: Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher. All gift cards/vouchers will be awarded in the AUD value stated above (for Australian winners); and NZD value stated above (for NZ winners).</p>		
Draw:	<p>A. The draw for the Major Prize will take place at Peazie Social Media (Group) Pty Ltd, Level 2, 27 St Edmonds Rd, Prahran VIC 3181, Australia at 02:30 pm AEDT on 08/02/19 using computerised random selection.</p> <p>B. The first valid entry drawn will be the winner of the Major Prize specified above.</p> <p>C. The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.</p> <p>D. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request.</p>		
Winner notification:	The draw winner will be contacted by email within two (2) business days of the draw. Instant winners will be notified on screen immediately upon submission of the online entry form. Winners of prizes above AUD\$250.00 will be published at winwithcooldrive.com.au by 15/02/19.		
Unclaimed Prizes:	Prize(s) must be claimed by 08/05/19 at 02:30 pm AEST. In the event of an unclaimed prize valued at over AUD \$50, the prize will be redrawn in the Second Chance Draw taking place on 09/05/19 at 02:30 pm AEST at Peazie Social Media (Group) Pty Ltd, Level 2, 27 St Edmonds Rd, Prahran VIC 3181, Australia. The winners of the redraw will be notified by email within two (2) business days of the redraw. The winners of prizes valued at over AUD\$250 from the re-draw will be notified publicly (and their details published) at winwithcooldrive.com.au by 16/05/19.		

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any Capitalized terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Apple is not a participant in or sponsor of this Promotion.

6. All reasonable attempts will be made to contact each winner.
7. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool in excess of AU\$50 will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way. There will be a total of **70,000** instant win game cards printed for this Promotion.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
10. Entrants must keep their proof of purchase specified in How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
11. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
12. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
14. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
15. If the winner is, through 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 purpose of registration. 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 required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
16. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at ishop.cooldrive.com.au/privacy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to New Zealand. Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.

17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.
18. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
19. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
21. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
22. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. Authorised under: ACT Permit No. TP 18/01639, NSW Permit No. LTPS/18/27939 and SA Permit No. T18/1505.