

## **CoolDrive 'Bounce Back and Grow' Promotion – Terms and Conditions**

1. Information regarding how to enter the draw form part of these conditions of entry. Entry into this promotion is deemed acceptance of these conditions of entry.
2. The Promoter is, Automotive Imports Proprietary Limited (t/a CoolDrive Auto Parts) ABN 29 005 378 727 of 22-28 Lexton Rd, Box Hill, VIC Australia 3128. Ph: 03 9896 7300
3. Entry is only open to Australian residents aged 18 years and over. Directors, management and employees of the Promoter, its related companies and agencies, the immediate families of the above listed persons, and directors, management and employees of companies, business or individuals associated with this promotion are ineligible to enter. The redemption offer is only open to CoolDrive trade account customers and is not open to wholesale or re-sellers.
4. The Promotion will be open from 9:00AM Australian Eastern Standard Daylight Time on the 1<sup>st</sup> September 2020 and will continue until 5.00pm Australian Eastern Standard Daylight Time on the 31<sup>st</sup> October 2020 ("Promotion Period").
5. To be eligible, for every \$500 spent from the 'Bounce Back and Grow with CoolDrive' promotional flyer/s, eligible entrants will receive one (1) automatic entry into the draw to win 1 of 6 Marketing Growth Strategy sessions. (Australia) (VIC, NSW/ACT, QLD, SA, TAS, WA/NT) valued at \$800 RRP (per session). Multiple Entries are allowed.
6. The Promoter reserves the right to request winners provide proof of age, identity and/or proof of entry validity. Proof of age, identification, and entry considered suitable for verification is at the discretion of the Promoter. The Promoter reserves the right to validate and check the authenticity of any prize claim or entry before awarding a prize.
7. The Promoter takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
8. Prizes: Six (6) x Marketing Growth Strategy Sessions. Six (6) Winners chosen to receive one (1) session each.
9. The value of each prize is \$800 RRP (including GST). Total prize pool = \$4,800 (including GST).
10. The prize, including any unused portion, is not transferable or exchangeable and cannot be taken as cash unless stipulated otherwise.
11. If a winner chooses not to redeem the gift with purchase item or any component of it (or is unable to), the item is forfeited, and the Promoter is not obliged to substitute the prize or any component.
12. The Promoter accepts no responsibility for any variation in the value of the gift with purchase item. The Promoter accepts no responsibility for late, lost, damaged or misdirected gifts once the gift has left the Promoters premise.
13. Programming 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.
14. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) 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 Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under 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 (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) a prize.

15. The winner may be required to provide the Promoter with certified copies of all required documentation before the prize is handed over. The winner will be informed of the documentation required at time of notification of winning.
16. All entries become the property of the Promoter. All entries will be entered into a database and the Promoter shall be entitled to use entries, and all personal information contained therein, in any way that it considers appropriate for this promotion. By entering the promotion, entrants confirm that they allow their details to be used for this purpose. Any request to update, modify or delete the entrant's details should be directed to the Promoter.
17. The winning entry for the prize will be selected at 11:00am AESDT on Wednesday 4th November 2020 at Telads Australia Operations, 123 Margaret Street Toowoomba QLD 4350.. Winners details will be published on the CoolDrive Facebook page for a minimum of 28 days.
18. If the following circumstances occur;
  - a) The winner is unable to be contacted within 3 months of the competition draw,
  - b) The winner cannot satisfy the terms and conditions,
  - c) The prize is forfeited by the winner for any reason,

And Subject to any written direction, should the prize remain unclaimed a re-draw will take place, in the presence of an independent witness, at Telads Australia Operations, 123 Margaret Street Toowoomba QLD 4350 at 11:00am AEST on 10<sup>th</sup> January 2021. Winners details will be published on the CoolDrive Facebook page for a minimum of 28 days.

19. If a winner chooses not to take the prize or any component of it (or is unable to), the prize is forfeited, and the Promoter is not obliged to substitute the prize or any component.
20. The Promoter accepts no responsibility for any variation in the value of the prize.
21. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of equal or greater monetary value to the nominated prize, subject to any written directions given by the state gaming departments.
22. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, incomplete, late or misdirected entries.

The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

23. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to State and Territory regulations.
24. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
25. Incomplete, illegible or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not valid or eligible to win.
26. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event 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.
27. The entrant agrees that the Promoter can contact them regarding this promotion even after this Promotion ends. If the entrant would like to access or correct the personal information that the Promoter holds about the entrant, or if the entrant does not wish the information to be disclosed, the entrant should contact the Privacy Officer in writing at the address provided in Paragraph 2.
28. By entering into the Promotion, the entrant agrees and acknowledges that:
  - I. They may be contacted by the Promoter to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos of them;
  - II. The Promoter may use such comments or photos (the "Materials") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - III. The Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - IV. By entering the Promotion, they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
  - V. They unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
  - VI. They waive all Moral Rights in the Materials that arise outside Australia;

VII. They agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

29. To the extent permitted by law, the Promoter shall not be liable for any loss, damage or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with this Promotion.
30. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize
31. Other than which cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any damage to the cars, to any damage to persons or property during the drive experience or to any personal injury during the drive experience.
32. By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
33. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Any information provided is not collected by Facebook.
34. The Entrant acknowledges that the gift may be subject to additional terms of use imposed by third parties. The entrant must become acquainted with any additional terms and conditions prior to taking a gift. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed by the use of the gift, or for the breach of these conditions by any person.
35. CoolDrive Auto Parts recognises the importance of your privacy and understands your concerns about the security of the personal information you provide to us. We comply with the Australia Privacy Principles (APPs) as contained in the Privacy Act 1988 (cth).
36. Trade Permit (ACT): TP 20/01090. Full Terms of Conditions at:  
[www.cooldrive.com.au/terms\\_and\\_conditions](http://www.cooldrive.com.au/terms_and_conditions)