

COOLDRIVE WIN A BUSINESS BOOST 2020 – TERMS AND CONDITIONS

General

1. The Promoter is Automotive Imports Proprietary Limited (t/a CoolDrive Auto Parts) ABN 29 005 378 727, 22-28 Lexton Road, Box Hill, VIC 3128, Australia. Ph: 03 9896 7300
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

4. Entry is only open to Australian and New Zealand customers with an account with CoolDrive. Employees of the Promoter who operate a small business will not be able to enter.
5. Entrants into this competition must be 18 years of age or older and be an Australian or New Zealand registered business with an ABN and/or ACN or NZBN.
6. The Promoter reserves the right to request winners to provide proof of company identity, proof of number of employees and/or proof of country residency in order to claim a prize. Proof of company identification including proof of number of employees, 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.

When to enter

7. The competition commences on Wednesday, 1st July 2020 at 7am AEST and concludes on Monday, 31st August 2020 at 5pm AEST. Entries must be received by the Promoter prior to the competition close date and time. Winners will be announced Monday, 7th September 2020.
8. The time of entry will in each case be the time the online entry is received by not at the time of transmission by the entrant.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries.

How to enter

10. Entrants may enter the competition by submitting their original entry:

Online by logging onto <https://www.facebook.com/cooldriveautoparts/app/36495350702/> if on a desktop computer or if on a mobile device at <https://woobox.com/f6n9vz>

(a) Registering their details including (but not limited to) first and last name, company name, job title, customer number, website url, email address and phone number.

(b) Answer in 250 words or less, or in a self-shot video (production values will not be judged) that is no longer than 90 seconds to the questions “How will having your business name featured on the Team CoolDrive Supercar help your business? How will you use this opportunity to push your business forward in 2020 and beyond?” The most well thought out, creative and inventive will win.

11. Entrants must be a Facebook user and are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions. For the purposes of these content requirements, “entry content” includes any content (including but not

limited to videos and URL links) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:

(a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

(b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and

(c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and conditions.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

12. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited to, entrants and businesses using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple entries.

Number of Entries permitted

13. Only one entry per company.

Determination and Notification of winner

14. The winner will be the valid entry submitted in accordance with these terms and conditions that is judged by a Panel chosen by The Promoter. The winner will be announced on Monday, 14th September 2020 and whoever answered these questions "How will having your business name featured on the Team CoolDrive Supercar help your business? How will you use this opportunity to push your business forward in 2020 and beyond?" in the most well thought out, creative and inventive way following the below judging criteria will win.

Judging Criteria;

- Does the entry conform to the word or time limits? Entries that go over will be discounted.
- Does the entry illustrate how winning this prize would help?
- Does the entry explain how the business would use the opportunity to push itself forward in 2020?

Judging Period;

Winners will be announced Monday, 14th September 2020.

15. This competition is a game of skill. Chance plays no part in determining the winner.
16. If any particular determination is scheduled on a public holiday, the determination will take place on the following business day.
17. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
18. The winner/s will be notified by telephone or email within two days of being determined. Winner/s of prizes will be published on Monday, 14th September 2020 via an article on www.cooldrive.com.au and www.cooldrive.co.nz
19. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the CoolDrive account holder. CoolDrive also reserve the right to exclude any customer whose account is on Stop Credit, Credit Hold, Closed Account, Legal at the end of the competition period.
20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
21. If the winner has not accepted the prize within 7 days of being notified, then he or she will forfeit the prize and the prize will be awarded to the next valid entry submitted in accordance with these terms and conditions, that is judged by a panel chosen by The Promoter, to be the next well thought out, creative and inventive entry. The winner of the unclaimed prize will be notified by telephone or email within two days of which they are judged to be the unclaimed prize winner.

Prize on offer

22. Individual major prize value is up to \$10,000 (One winner). Prize is advertising space for a business logo, on the roof of the Team CoolDrive Supercar at the Supercheap Auto Bathurst 1000 (October 8-11, 2020).
23. Prizes cannot be transferred, exchanged or redeemed for cash and assets are subject to availability when confirming their individual custom media schedule.
24. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements
25. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

Further Terms and Conditions

26. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
27. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

28. If for any reason this competition is not capable of running as planned, including (without limitation) due to pandemic, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

30. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

31. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

32. 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, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

33. The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Copyright, Statutory guarantees, Waiver and liability

34. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or publications, 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.

35. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (Works). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media

channels, pages or accounts) for the sole purpose of running the promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities.

The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth) (Copyright Act). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

36. 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 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, pandemic, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

37. The Promoter does not exclude any rights and remedies in respect of goods or services under the New Zealand or Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter 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 suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition 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.

38. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

39. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion and by entering has given your permission to sign up to cooldrive.com.au marketing database. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter to remove their details.

40. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and

publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.

41. Entrants' personal information may be disclosed to State and Territory 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 business name, surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.

42. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and phone) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy.

43. Please refer to our;

Privacy Policy: <http://ishop.cooldrive.com.au/privacy>

44. CoolDrive Auto Part is using the website Facebook, with the woobox.com plug-in to host the competition. Entrants must comply with the host sites terms of use. This promotion is in no way sponsored, endorsed or associated with Facebook. You are providing your information to CoolDrive Auto Parts and not to Facebook. By participating in this promotion you agree to a complete release of Facebook from any claims.