

Roadsafe Control Arms Reseller Promotion

Terms and Conditions

Promoter	Bapcor Limited (ABN 80 153 199 912), 127-138 Link Road, Melbourne Airport VIC 3045.
Competition Period	12.01 am (AEDT) on 15/01/2024 to 11.59pm (AEDT) on 15/02/2024.
Website	www.roadsafe.com.au
Who can enter?	Only Australian residents who are aged 18 or over, hold a current trading account with Roadsafe and can take the prize on 12 – 14 March 2024 (inclusive).
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Where will the competition run?	The competition will run in the Roadsafe Wholesale Business (excluding online) to Roadsafe Account Customers.
Qualifying Purchase	Spend \$100 (excluding GST) or more on Roadsafe branded Control Arms product/s, in one transaction.
Entry instructions	You must, during the Competition Period, make a Qualifying Purchase on your Roadsafe account to automatically receive an entry. You will receive one additional entry for every \$100 (excluding GST) increment spent in the same transaction as part of your Qualifying Purchase over the initial \$100 (excluding GST) spent. For example, if you spend \$200 (excluding GST) in one transaction you will receive 2 automatic entries into the draw.
How many winners will there be and how will they be chosen?	There will be 1 winner determined in respect of this competition. There will be 1 draw conducted. The draw will be held at 10am (AEDT) on 19/02/2024 at Bapcor Support Office 327 Ferntree Gully Road, Mount Waverley VIC 3149. The first valid entry drawn randomly from the entries received during the Competition Period will win the prize. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).
What can I win?	There is 1 prize available. The prize includes: <ul style="list-style-type: none"> • return economy airfares (including airfare taxes) from your nearest Australian capital city to Melbourne (flights are not included if you live within 200km of Melbourne), and if so, you and your companion must make your own way to and from the accommodation at your own cost); • 2 x General Admission PINK Summer Carnival Concert Tickets - Reserved Seating on 13 March 2024, 5pm at Marvel Stadium, Melbourne VIC valued at \$1,200; and • 2 nights' accommodation in a one bedroom apartment at the Mantra Hotel in Southbank valued at \$558. Transfers to and from the accommodation/airport/concert venue are excluded and are at your own cost. The prize is subject to any applicable law or guidelines including in relation to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.

	By accepting or participating in any prize, your companion accepts these Terms and Conditions.
Total prize pool	The total prize pool is \$3,158.
How many times can I enter?	You can receive multiple entries and you will receive one entry per \$100 (excluding GST) increment spent in the same transaction as part of your Qualifying Purchase (see "Entry Instructions" section above). Each entry will be submitted in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	The winner will be notified by phone and in writing by email within 5 business days of determination and will have their name and state/territory of residence/postcode published on the www.roadsafe.com.au on 20/02/2024 for a period of 28 days.
Unclaimed prize/s	<p>Prize claim date: 5pm (AEDT) on 26/02/2024.</p> <p>Unclaimed prize determination: 12pm (AEDT) on 27/02/2024 at the same location as the original draw.</p> <p>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 amongst valid entrants. Any such winner will be informed by phone and in writing by email within 5 business days of determination and will also have their name and state/territory of residence/postcode published on the www.roadsafe.com.au on 01/03/2024 for a period of 28 days.</p> <p>If the prize remains un-won at the end of this competition, or if the prize winner cannot be found, that information will be published on the Website on 04/03/2024.</p>
Collection and use of your personal information	<p>If you are the winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p> <p>The Promoter's Privacy Policy (see www.bapcor.com.au/privacy-policy.php) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP23/02611</p>

- 1 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

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks outside its reasonable control. 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.

Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
 - (b) booking and availability of flights, accommodation and events;
 - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements, health safety requirements and applicable dress codes);
 - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - (e) travel dates and specified travel exclusion periods;
 - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked; and
 - (g) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companion are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason beyond the Promoter's reasonable control. In that case you/your companion/s forfeit your entitlement to that event/activity and the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

General

- 7 You/your companion must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially, including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded without liability for the Promoter or the prize supplier(s). The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your 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.
- 9 You must not:
- (a) 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 competition;
 - (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 competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 10 You are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they materially breach these conditions, whether or not legally bound by them.
- 11 If you (or your companion), in the reasonable opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave

aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

- 12 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 13 If any dispute arises between you and the Promoter concerning the conduct of this competition 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 competition is final.
- 14 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. The Promoter is 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 state/territory gaming authorities.
- 15 By entering, you request that your full address not be published.
- 16 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 17 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, 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

- 18 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 19 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 20 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 21 This competition 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 not to any social media platform. You completely release any relevant social media platforms from any and all liability.