

Trade Promotion - Terms and Conditions

AUTCARE GOLDEN TICKET COMPETITION

GO IN THE DRAW TO WIN AN AUTCARE TWO DAY TRAINING PROGRAM TICKET BY ENTERING THE AUTCARE GOLDEN TICKET COMPETITION

(COMPETITION)

1. Competition entry and acceptance of terms and conditions

- 1.1. By entering into and/or participating in this Competition, entrants agree to be bound by these terms and conditions.
- 1.2. Information on the Prize and how to enter this Competition form part of these terms and conditions.
- 1.3. Entries must comply with these terms and conditions to be valid.

2. Promoter of the Competition

- 2.1. The Australian Automotive Aftermarket Association (**AAAA**) ABN 23 002 271 454 of 7-8 Bastow Place, Mulgrave, Victoria 3170, (03) 9545 3333, admin@aaaa.com.au (**Promoter**), is the Promoter of the Competition.

3. Competition period

- 3.1. The Competition commences at 9.00 a.m. AEST on 19/05/2025 (19 May 2025) and ends at 12.00 p.m. AEST on 12/06/2025 (12 June 2025) (**Competition Period**).

4. Eligibility to enter the Competition

- 4.1. Subject to clause 4.2, entry into the Competition is open to any person who registers for free Autocare (**Autocare**) trade show at any time before the end of the Competition Period, excluding exhibitors (**Eligible Entrants**).
- 4.2. The following persons are not eligible to enter the Competition, regardless of their attendance at the Autocare convention:
 - (a) directors, management, employees, and immediate family members of any director, manager or employee of the Promoter or the AIC Automotive Innovation Centre; and
 - (b) any associated entities, suppliers, retailers or agencies involved with, or otherwise connected to, the administration or conduct of the Competition.

5. How to enter the Competition

5.1. To enter the Competition, Eligible Entrants must register for free Autocare trade show tickets at <https://msegroup.eventsair.com/autocare-2025/autocare2025/Site/Register> any time before the end of the Competition Period.

5.2. An Eligible Entrant may only enter the Competition once.

6. Date and time of the draw and validity of entry

6.1. A winner will be randomly drawn and announced using an online draw tool on each of the following draw dates at 3.00 p.m. at 7 Bastow Place Mulgrave VIC 3170:

- Thursday 22 May 2025 (1 x ticket drawn)
- Thursday 29 May 2025 (1 x ticket drawn)
- Thursday 5 June 2025 (1 x ticket drawn)
- Thursday 12 June 2025 (2 x tickets drawn)

(Draw Dates).

6.2. An entry that does not comply with these terms and conditions will be considered invalid and will not be included in the Competition.

6.3. The Prize is won by the Eligible Entrant who is drawn by the online draw tool in accordance with clause 6.1 (**Winner**).

6.4. This is a game of chance and skill plays no part in determining the Winner or Substitute Winner.

7. Prize

7.1. The prize is an Autocare 2025 ‘Two Day Training Program Ticket’ for technical training and workshop management (**Prize**). There are a total of 5 (five) prizes.

7.2. If the Winner or Substitute Winner has already purchased an Autocare 2025 Two Day Training Program ticket, the Promoter will refund the actual amount paid (up to \$550 including GST), upon submission of proof of purchase. The refund will be processed using the same payment method used for purchase, where possible, and does not constitute a cash prize.

7.3. The Winner or Substitute Winner (as applicable), agrees:

(a) to comply with any third party terms and conditions in place in respect of the Prize; and

(b) that the Promoter is not liable, in accordance with these terms and conditions, for the failure of the Winner or Substitute Winner (as applicable) to comply with any third party terms and conditions in respect of the Prize, including the failure to use the Prize within any allocated timeframe provided by any third party terms and conditions.

7.4. The Prize is not redeemable for cash and is not transferrable for the use of a person other than the Winner or the Substitute Winner (as applicable).

- 7.5. To the extent permitted by law, and except for any liability that may not be excluded, the Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of any Winner, or Substitute Winner (as applicable), using the Prize or accepting the Prize.
- 7.6. The Winner, or Substitute Winner (as applicable), of the Prize is solely responsible for the payment of all taxes, including GST, that may be required to be paid as a consequence of receiving or using the Prize.
- 7.7. Eligible Entrants acknowledge that use of the Prize may carry risk.
- 7.8. To the extent permitted by law, the Promoter is not responsible or liable for any loss, damage or injury suffered by any Winner or Substitute Winner (as applicable), or by any other person, in connection with, or arising from, the Prize.
- 7.9. The Prize may be subject to third party terms and conditions.

8. Redeeming the Prize

- 8.1. To redeem the Prize the Winner, or Substitute Winner (as applicable):
 - (a) must respond to the Promoter's email or contact the Promoter; and
 - (b) agrees that the Promoter may verify the identification of the Winner or Substitute Winner (as applicable).

9. Prize unavailable

- 9.1. The Promoter may substitute the Prize, or part thereof, with a prize of equal or greater value, if the Prize, or part thereof, is, for reasons beyond the control of the Promoter, not available, with the written agreement of the Winner or if unsuccessful reasonable attempts are made to reach agreement with Winner.

10. Winner notification

- 10.1. The Winner will be notified by email (which will provide Prize redemption information) within 48 hours of the relevant draw.
- 10.2. The names of the Winners will be published on the Autocare website at www.autore.org.au from 16/06/2025 (16 June 2025), for a period of at least 28 days.

11. Failure to claim the Prize

- 11.1. Subject to these terms and conditions, the Prize will be distributed on or after the relevant Draw Date.
- 11.2. If, after reasonable attempts to contact the Winner, the Winner does not accept or claim the Prize by 11.59 p.m. AEST on 18/06/2025 (18 June 2025), then:

- (a) the Winner's entry will be considered invalid; and
 - (b) the Promoter will conduct redraw and the substitute winner will be randomly drawn and announced using an online draw tool on 19/06/2025 (19 June 2025) at 9.00 a.m. AEST at 7 Bastow Place Mulgrave VIC 3170 (**Substitute Winner**).
- 11.3. The Substitute Winner will be notified by email on 19/06/2025 (19 June 2025).
- 11.4. The name of the Substitute Winner will be published on the Autocare website at www.autore.org.au from 19/06/2025 (19 June 2025).

12. Photographs

- 12.1. Winners and Substitute Winners are requested to visit the AAAA stand during the Autocare convention for a photograph with Competition sponsors.

13. Personal information: use consent and amendment

- 13.1. Personal information including Eligible Entrant's name, address, telephone number, email, and image (including by photograph and/or video) may be collected and used for the purpose of conducting this Competition, which may include disclosure to third parties, including the Promoter's advisors, regulatory authorities the Promoter's agents or third party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
- 13.2. By entering into, and/or participating in, this Competition, Eligible Entrants consent:
- (a) to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree, that the Promoter may use this information for that purpose; and
 - (b) to the Promoter using their name, likeness, image and/or voice in the event that they are the Winner or Substitute Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any services or products manufactured, distributed and/or supplied by the Promoter, and if a representative of the Eligible Entrant is used for any of the foregoing and/or the Purpose, the Eligible Entrant confirms that they have provided these terms and conditions, and access of the Promoter's Privacy Policy, to the such representative of the Eligible Entrant and the Eligible Entrant has obtained the consent of the representative in respect of the forgoing and the Purpose.
- 13.3. Eligible Entrants may opt out of marketing communications and access, change and/or update their personal information by:
- (a) emailing the Promoter at admin@aaaa.com.au (with the subject line 'Autocare Golden Ticket Competition Contact Details Update' (or similar)); or

(b) by phone on (03) 9545 3333 during office hours.

- 13.4. The Promoter's Privacy Policy, containing information on how individual can access or correct personal information, or make a complaint, is available at <https://www.aaa.com.au/privacy-policy/>.

14. Limitation of liability

- 14.1. Any person entering this Competition, including the Eligible Entrant, agrees to indemnify the Promoter, including its associated agencies, against all third party claims, costs, loss or damage arising or resulting from, or in connection with, a breach of these terms and conditions.
- 14.2. To the extent permitted by law, the Promoter is not responsible for inaccurate information, for any failure to receive an entry or for any loss, damage or injury in connection with, or arising or resulting from, technical problems or telecommunication problems, including, without limitation, security breaches, and in the event such problems arise, the Promoter may suspend, modify, cancel or terminate the Competition.
- 14.3. To the extent permitted by law, the Promoter (including the Promoter's officers, employees and agents), excludes all liability whether arising in negligence or, without limitation arising from other tortious conduct, arising in contract, under statute or otherwise for loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, in connection with, or arising in any way out of, the Competition, without limitation including:
- (a) the Prize or any use of the Prize;
 - (b) any incorrect, non-complying, late, damaged, amended, lost or misdirected entry or any information in connection with the entry or Competition, whether before or after the Competition Period due to any reason beyond the Promoter's reasonable control;
 - (c) any technical difficulties or any equipment failure or malfunction, regardless of whether the foregoing is under the Promoter's control;
 - (d) any tax implications or any variation in the market value for the Prize set out in these terms and conditions or related promotional material; and/or
 - (e) any unauthorised access, theft or interference by third parties.
- 14.4. Nothing in these terms and conditions is intended to exclude, modify, restrict or limit the Australian Consumer Law, or any other statutory rights in a manner that is not permitted by law, and Winners, Substitute Winners and Eligible Entrants may have rights under the Australian Consumer Law and other legislation which cannot be excluded, modified, restricted or limited by the Promoter.

15. Social media platform

- 15.1. By entering into, and/or participating in, this Competition on Facebook and/or reading about this

Competition on Facebook platform, Eligible Entrants:

- (a) agree to comply with the terms of use for Facebook;
 - (b) release Facebook from all claims based on, related to or arising from the Competition; and
 - (c) acknowledge and agree that this Competition is in no way sponsored, endorsed, administered or affiliated with Facebook.
- 15.2. To the extent permitted by law, the Promoter is not responsible for any loss, damage or injury to Eligible Entrants, or any other participant, resulting from entering into, and/or participating in, this Competition, including any loss, damage or injury arising from any material published, or any comments made, by third parties about the Eligible Entrant, or any other participant, on any social media platform in connection with this Competition.

16. General terms and conditions

- 16.1. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications.
- 16.2. If a dispute arises between the Promoter and an Eligible Entrant regarding the conduct of the Competition, including whether the entrant is an Eligible Entrant, the Promoter will, acting reasonably and within a reasonable amount of time, consider the Eligible Entrant's position (including any facts or evidence provided by the Eligible Entrant) and provide the Eligible Entrant with a written response, such response being the final decision of the Promoter.
- 16.3. Entries will be considered invalid, and will not be included in the Competition, if they do not comply with these terms and conditions, are tampered with in any way, illegitimate, manipulated or forged.
- 16.4. The Promoter reserves the right to disqualify:
- (a) any entrant or person who submits an entry that does not comply with these terms and conditions;
 - (b) any entrant or person who is involved in any way in interfering or tampering with the conduct of this promotion or this Competition;
 - (c) any entrant or person who has conducted themselves improperly in a manner that compromises the proper and fair conduct of this promotion or the Competition, and the failure to enforce any of the Promoter's rights by the Promoter does not constitute a waiver of those rights.
- 16.5. The Eligible Entrant:
- (a) is responsible for informing the Promoter of any changes to the contact details of the Eligible Entrant during the Competition Period; and

- (b) must direct a request to access or modify any information provided for the purpose of claiming the Prize to Promoter.
- 16.6. The Promoter reserves the right to request verification of any information relevant to entry into, and/or participation in, the Competition in respect of the Eligible Entrant, including, but not limited to, verification of the Eligible Entrant's age, identity, address, social media profile. Verification is at the discretion of the Promoter, whose decision is final.
- 16.7. In the event the Competition is unable to be held as planned for any reason beyond the reasonable control of the Promoter (including without limitation as a result of any strike, war, terrorist attack, trade dispute, fire, flood, tempest, theft, epidemic, pandemic or breakdown in machinery of any kind, disruption to electricity (or any other utility), or breakdown or disruption of any electronic communication support system), the Promoter reserves the right, in its sole discretion, to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, to amend these terms and conditions, or take any other action available to it, unless to do so would be prohibited by law.
- 16.8. To the extent permitted by law, these terms and conditions, and any disputes or claims arising out of or in connection with the Competition or other subject matter of these terms and conditions, are governed by, and will be construed in compliance with, the laws of Victoria Australia and the parties agree that the courts of Victoria, Australia have exclusive jurisdiction.