

## Win Products Powered by Bosch Promotion Terms and Conditions

<b>Promoter</b>	Bapcor Limited (ABN 80 153 199 912), 61 Gower Street, Preston VIC 3072.
<b>Competition Period</b>	12.01am (AEST) on 01/10/2021 to 11.59pm (AEDT) on 30/11/2021.
<b>Who can enter?</b>	<p>Only Australian residents who:</p> <p>(a) are aged 18 or over; and</p> <p>(b) are a principal of a business that is independently owned and operated that holds a trading account with Burson.</p> <p>Holding a trading account with Burson (and, consequently, participation in this competition) is subject to the terms and conditions which apply to Burson trading accounts available at <a href="http://www.burson.com.au/terms-and-conditions">www.burson.com.au/terms-and-conditions</a>, as amended from time to time.</p>
<b>Who can't enter?</b>	<p>Burson customers who are part of a corporate owned network of stores, and directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p>
<b>Where will the competition run?</b>	The competition will run in participating Burson stores (excluding online) ( <b>Stores</b> ) in Australia.
<b>Qualifying Purchase</b>	<p>Spend \$200 (plus GST) or more on any Premium Auto Trade (<b>PAT</b>) and Performance PAT products (including breather system, tools, thermal management, aluminium tubes, silicone hoses, BMC air filters, sensors, fuel, ignition and emission).</p> <p>You will receive one entry for every \$200 plus GST increment spent per transaction.</p>
<b>Entry instructions</b>	You must, during the Competition Period, make a Qualifying Purchase from a Store on your Burson Trade Account to automatically receive an entry.
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be 22 winners determined in respect of this competition – 20 minor winners and 2 major winners.</p> <p>There will be 1 draw conducted.</p> <p>The draw will be held at 12pm (AEDT) on 06/12/2021 at Bapcor, 327 Ferntree Gully Road, Mount Waverley VIC 3149.</p> <p>The first 2 valid entries drawn randomly from the entries received during the Competition Period will each win a major prize. The next 20 valid entries randomly drawn will each win a minor prize.</p> <p>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 (<b>Reserve Entrants</b>).</p>
<b>What can I win?</b>	<p>There are 22 prizes available – 20 minor prizes and 2 major prizes.</p> <p><b>Minor prize</b></p> <p>Each minor prize is a Bosch half inch Impact Wrench that includes case, battery and charger valued at \$665.00.</p> <p><b>Major prize</b></p> <p>Each major prize is a Trek Electric Bike powered by Bosch valued at \$5,699.99.</p>
<b>Total prize pool</b>	<p>The minor prize pool is \$13,300.</p> <p>The major prize pool is \$11,399.98.</p> <p>The total prize pool is \$24,699.98.</p>
<b>How many times can I enter?</b>	You can receive multiple entries and you will receive one entry per \$200 plus GST increment spent on a Qualifying Purchase. Each entry will be submitted separately in accordance with these Terms and Conditions

<b>How and when will the winner/s be informed?</b>	Winners will be notified by phone and in writing within two days of determination and will also have their name and state/territory of residence published at <a href="http://www.getrealautoparts.com.au">www.getrealautoparts.com.au</a> on 08/12/2021 for a period of 28 days.
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEST) on 07/03/2022.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEST) on 08/03/2022 at the same location as the original draw/s.</p> <p>If a 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 a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants. Any winners will be informed by phone and in writing within two days of determination and will also have their name and state/territory of residence published on <a href="http://www.getrealautoparts.com.au">www.getrealautoparts.com.au</a> on 10/03/2022 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on <a href="http://www.getrealautoparts.com.au">www.getrealautoparts.com.au</a> on 06/04/2022.</p>
<b>Collection and use of your personal information</b>	<p>If you are a 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. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.bapcor.com.au/privacy-policy.php">www.bapcor.com.au/privacy-policy.php</a>) 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>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP21/01580</p> <p>SA Licence No. T21/1436</p> <p>NSW Authority No. TP/00889</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. 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 and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 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.

## General

- 5 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (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.
- 7 You must not:
- (a) tamper with 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.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 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.
- 10 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.
- 11 By entering, you request that your full address not be published.
- 12 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, 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.
- 13 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

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 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).
- 16 Without limiting the previous paragraph, 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). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 17 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.