



FULL TERMS AND CONDITIONS

Terms and conditions: "Red Spot Sale, Barry Maney Group Win Cash for Christmas"

The promotion period: Monday, November 18, 2019 - Friday, December 20, 2019.

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The 4WD Centre Pty Ltd (ABN 151 996 300 357) of 199 Jubilee Highway West, Mount Gambier SA 5290. ("Barry Maney Group" or "the promoter")
3. The promotion period commences at 8.00am SA time on 18 November, 2019 and closes at 5.30pm SA time on 20 December, 2019.
4. Entry is only open to Australian residents who fulfill the entry requirements (as outlined in point 5). Employees, directors, management, licensees and contractors of the promoter or its related bodies and advertising agencies are ineligible to enter.
5. To enter the promotion, entrants must, during the promotional period:
 - a. Purchase a new, used, or demonstrator vehicle valued over \$6000 retail price from Barry Maney Group (excludes fleet, government, and wholesale purchases).
 - b. Units must be in our stock or in new cars, on order to Barry Maney Group. Any vehicles needed to be ordered separately are excluded.
 - c. Contracts must be between 18th November, 2019 to 20th December, 2019.
6. Valid entries from Barry Maney Group will be put into a box and the winner will be drawn out at random.
7. The winning entry will be the first entry form pulled out of the box. In the event that the first entry form is not deemed eligible to win (due to false, incorrect or incomplete details, or not fulfilling the entry requirements as outlined in point 5) a second entry form will be pulled out. This will continue until a winning entry is found. The draw will take place at 8.30am SA time on Monday, 23rd December, 2019 at Barry Maney Group, 199 Jubilee Highway West, Mount Gambier SA 5290.
8. Only one (1) entry is permitted per customer per vehicle purchased within the promotional period. Multiple entries by the same customer are permitted only if multiple vehicles are purchased by that customer within the promotional period. The number of entries accepted is based on the number of vehicles purchased (ie. Two (2) vehicles purchased by the same customer allows that customer to have two (2) entries into the draw).
9. The winner will be notified by phone within two (2) business days of the draw. The winner's name will also be published on Barry Maney Group's Facebook and Instagram pages. The promoter's decision is final and no correspondence will be entered into.
10. The prize is to win AU\$5,000, given in the form of a cheque. Any ancillary costs associated with redeeming the prize are not included. The prize will be handed to the winning customer, at an agreed time within 28 business days of the draw at a location decided by the promoter, Barry Maney Group.
11. Incomplete, indecipherable or illegible entries will be deemed invalid. No responsibility will be accepted for lost, illegible or misdirected entries.
12. The promoter reserves the right, at any time, to verify the validity of entries and entrants (including the entrants' identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with the terms and conditions or who tampers with the entry process. Errors and omissions may be accepted at the promoter's discretion. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. If there is a dispute as to the identity of the entrant, the promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
14. If the prize is not claimed, or the winner is not contactable, within 3 business days of the draw, the prize will be deemed forfeited and Barry Maney Group will re-draw Red Spot Sale, Barry Maney Group Win Cash for Christmas.
15. Entry into the promotion is deemed as approval to use the winner's name(s) and photograph(s) for publicity purposes. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including the outcome), and promoting any products and/or services supplied by the promoter.
16. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the promoter, including but not limited to technical difficulties, unauthorized intervention or fraud, the promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
17. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under ASIC Act or similar consumer protection laws in the state and territories of Australia (Non-excludable Guarantees).



18. Except for any liability that cannot by law be excluded, including non-excludable Guarantees, the promoter (including its respective 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:
 - a. any technical difficulties or equipment malfunction (whether or not under the promoter's control);
 - b. any theft, unauthorized 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 the stated in these terms and conditions;
 - e. any tax liability incurred by a winner or entrant; or
 - f. use of a prize.
19. Privacy Notice: We collect your personal information so you can enter, and we can administer, this promotion. Your personal information is required for us to contact you in the event that yours is deemed the winning entry. We may also use your information for future marketing and promotional purposes where you have consented to such use. Your personal information will only be disclosed to the promoter and its related corporate bodies for these purposes. Our Privacy Policy is available on our website at barrymaney.com.au/privacy/. The policy contains information about how we handle your personal information, how you can contact us to access or correct it, how to make a complaint if you feel that we have not handled your personal information correctly and how we deal with complaints.
20. All entries become the property of the promoter.