

Terms and Conditions – Prize Money and Assorted Electronic Equipment Giveaway

1. The Promoter is Tuntrent Pty Ltd TA John Oxley Motors 130 Hastings River Drive, Port Macquarie NSW 2444 ABN: 14 273 951 711. Telephone number 02 6588 8555.
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. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail. Who can enter
4. Entry is open to customers of John Oxley Motors except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
5. Entrants under 18 years of age must obtain the prior permission of their parent or legal guardian in order to be able to enter. The Promoter may require any such entrant's parent or legal guardian to sign a release at the Promoter's discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State and Territory legislation. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
6. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, 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.
7. The competition commences on 31/12/2018 9am AEDST and concludes on the 31/01/2019 5:30pm AEDST. Entries must be received by the Promoter prior to the competition close date and time.
8. The entry form must be completed at time of vehicle purchase and deposited in barrel.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries including entries not received by the Promoter.
10. Entrants may enter the competition by:
  - Completing entry form supplied by Sales Consultant and registering their details including (but not limited to) vehicle registration number, full name, address, post code, telephone number and e-mail address to complete their entry.
12. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry.
13. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
14. 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 & Conditions of Entry 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.
15. Entrants will receive one entry per NEW VEHICLE purchase and one entry for each USED VEHICLE purchase. Entrants will only be granted entry at the completion of vehicle purchase transaction, and only where the purchase exceeds \$5000 excluding government charges. Vehicle purchases not finalised by the conclusion of 31/01/2019 at 5:30 pm AEDST will not be valid for entry.

\*\*\* 4 Weekly draws will take place on Friday's in January being the 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup> and 25<sup>th</sup> where a 34inch Hisense Television will be given away to a customer who purchases and takes delivery of their vehicle in the week commencing Saturday to Friday. The winner will be announced via facebook and a phone call made by 6pm on the Friday night, the customer will make themselves

available to collect the prize from John Oxley Motors, 130 Hastings River Drive Port Macquarie. If not collected as per point 21. Unclaimed prize draw will take place on 30/4/2019.

Draw and Notification of winner 16. The winner of the major prize money draw will be the first entry drawn from the competition barrel submitted in accordance with these terms and conditions that is drawn by John Oxley Motors Dealer Principal by random manual entry drawn from competition barrel selection at 4.30pm AEDST on 01/02/2019 at John Oxley Motors 130 Hastings River Drive, Port Macquarie NSW 2444. 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 / representative for the winner must be present at the time of the draw, if the winner / representative is not present the winner will forfeit the prize and another draw will be conducted. Winner of prize will be published on social media page <https://www.facebook.com/johnoxleymotors/> by 01/02/2019 5.30pm AEDST. 19. Prizes will be awarded to person/company named on the deed of sale corresponding to the vehicle registration number supplied on the entry form. A Representative can be present but must be registered at the dealership by no later than 4.15pm AEDST on the 1/02/2019. 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. Subject to State Regulation, an unclaimed prize draw will take place at 130 Hastings River Drive, Port Macquarie NSW 2444 on 30/04/2019 [AEDST]. The winner of the unclaimed prize draw will be notified by telephone or email within two days of that draw. Prize on offer 22. First Individual prize value is \$5,000 with a number of individual prizes to the value of \$3,000. Prize values are in Australian currency 23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. 26. Prizes cannot be transferred 24. The winner will receive \$5,000, where prize money is greater than \$2000 the prize winner must be paid the amount exceeding \$2000 by a crossed cheque made out to the winner (or by EFT if the winner so requests and provides banking details which will be transferred into the nominated account by 5.00pm AEDST on 4/02/2019). The full prize amount can be paid in this manner, if desired. Additional prize winners will receive electronic equipment by the 07/02/2019 28. 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. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties. 29. 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. (If an entrant under 18 years of age wins a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf). 30. Once awarded, the Promoter is not liable for any lost, stolen, damaged, faulty or tampered cash or equipment in any way. 31. If for any reason this competition is not capable of running as planned, including due to tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation. 32. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions 33. 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 John Oxley Motors 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. 34. Each entrant hereby assigns to the Promoter all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to the Promoter in connection with that entrant's entry or participation in any aspect of the prize (Works). Each entrant warrants that the

Promoter is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use. 35. 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, 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. 36. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and 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. 37. 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. 38. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law

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