## **TERMS & CONDITIONS**



## Schedule to Terms & Conditions of entry

Promotion Name	Head To The Mountain Retail Promotion (Australia)
Eligible States/Territories/ Countries	Residents of Australia
Promotion Period	Start: 31/07/2024 08:00 AM AEDT (Australian Eastern Standard Time) End: 1/09/2024 11:59 PM AEDT (Australian Eastern Standard Time)
Website Address	https://forms.monday.com/forms/0c17d73345a6ea963792010569f220ce?r=u se1
Promoter	RYCO GROUP PTY LIMITED ABN: 13 004 237 727 29 Taras Avenue Altona North VIC 3025 Australia
Eligible Entrants	This promotion is only open to Australian resident individuals aged 18 years or over and who are current Repco Rewards Members registered within Australia. ('Eligible Entrant').
Ineligible Entrants	<ul> <li>Employees and immediate families of GPC Asia Pacific, Repco, NAPA and their associated agencies, GPC trade account holders and companies associated with the Promotion are ineligible to enter.</li> <li>Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</li> <li>Entry into this Promotion is deemed to be acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.</li> <li>Each entrant acknowledges that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of an entrant's ineligibility to enter after the Promoter has awarded a prize to the ineligible entrant. Return of a prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.</li> <li>If any Ryco branded product is returned to Ryco for a credit or refund by an Eligible Entrant within 30 days of the close of the Promotion, then any prize that said Eligible Entrant has won will be invalid and the prize will not be awarded.</li> </ul>
Method Of Entry	To enter and be eligible to win, Eligible Entrants must, during the Promotion Period, purchase A\$50 (inc.GST) or more in a single transaction, including at least one (1) Ryco filter product using their Repco Rewards Members Account ('Qualifying Purchase'). and must then complete the following steps; a) Visit the website: https://forms.monday.com/forms/0c17d73345a6ea963792010569f220ce?r=use1 ("W ebsite").

	<b>b)</b> Input the requested details including full name, Repco Rewards Member Number,
	email address, mobile phone number, upload a copy of their Tax Invoice as proof of purchase, as well as ticking the 'check box' confirming they are over 18 years of age.
	For clarity, the acceptable file formats for tax Invoice receipt uploads are JPG/PNG/HEIF with a max size 5MB.
	c) Submit the fully completed online entry form.
Draw	The draw will take place at 1/22 Buchanan Rd Brooklyn VIC 3012 on 06/09/2024 at 10:00pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
Details Of Prizes	The first (1) valid entry drawn will win the Major Prize including: A Bathurst Experience for 2 people including return economy airfares from the winners nearest capital city to Sydney, 4 nights twin share accommodation (one queen bed, one single bed) in Bathurst checking in on the 10/10/2024 and checking out on the 14/10/2024, airport to hotel and return transfers, 1 x AUD\$500 pre-paid VISA card and reserved grandstand seating for two people with paddock access to the 2024 Repco Bathurst 1000. Major Prize valued at A\$7,540.00.
	The Major Prize winner must be able to travel on dates that coincide with the 2024 Repco Bathurst 1000 (10 October 2024 – 14 October 2024). If the Major Prize winner is unable to take the prize on the travel dates as required or they fail to notify the promoter of their attendance within the time period as outlined below in 'Prize Claim Date', the winner will forfeit their right to their prize.
	The next one thousand (1000) valid entries draw will win a Bathurst 1000 Cap valued at A\$40.
Total Prize Value	Total Prize Pool (incl. GST): AUD \$47,540.
Notification Of Winners	Winners will be notified by telephone and by email within three (3) business days of the Draw.
Public Announcement Of Winners	Prize winner will have their name and postcode published on www.winwithryco.com 12/09/2024.
Prize Claim Date	Due to the limited time between the draw/notifications and the 2024 Repco Bathurst 1000 event the Major Prize winner must advise the promoter within 7 days of notification if they will be redeeming their prize to enable flight and accommodation bookings. Should the winner not notify the promoter within 7 business days of notification, then that winner will forfeit their right to the prize and an Unclaimed Prize Draw will take place.
Unclaimed Prize Draw	The Promoter may conduct a further draw as the Promoter deems necessary to distribute any unclaimed prize, subject to ay written directions under relevant Lottery and Gaming Regulations. The Unclaimed Prize Draw (if any) shall take place at 2pm AEST on the 20/9/24 at the same location as the original draw and their name and postcode will be published on www.winwithryco.com 23/09/2024. The Unclaimed Prize Draw winner must advise the promoter within 7 days of notification if they will be redeeming their prize to enable flight and accommodation bookings. Should the Unclaimed Prize Draw winner not notify the promoter within 7 business days of

	notification, then the Unclaimed Prize Draw winner will forfeit their right to the prize with no further redraw taking place.
Maximum Number Of Entries	Multiple entries are permitted, subject to the following; (a) only one entry permitted per Eligible Purchase transaction (regardless of amount purchased over \$50 inc. GST in a single transaction); (b) each entry must be in accordance with entry requirements.
Permit Reference	ACT Permit No: TP24_01209.1, SA Permit No: T24_950. NSW Authority No: TP/00906

## **Terms & Conditions of entry**

- 1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). Participation in this Promotion is deemed acceptance of these Terms of entry.
- 2. Entry is open only to legal residents of the Australian Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers SL Interactive. are ineligible to enter. Immediate family means any of the following: spouse, ex-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.
- 3. The Promoter or its agencies will make the Major Prize winners' travel reservations, subject to booking and flight availability. Travel is subject to availability at all times. The Prize includes prepaid airfare taxes and standard checked luggage surcharges. Further conditions may apply, including the airline's conditions of carriage. Flights are economy class and may be indirect. If for any reason the winner does not, once the prize has been booked, take the prize at the time stipulated, then the prize will be forfeited. Once the Major Prize has been booked, no changes may be made. The winning entrant and his or her travelling companions must travel on the same flight, at the same time and are responsible for their own transportation from their homes (whether they live in a metropolitan area or a regional area) to their nearest capital city airport. The Promoter may book flights with any airline in its absolute discretion. All costs associated with a travel prize which are not expressly stated to be included in the Major Prize such as spending money, incidental hotel charges (such as mini bar, movies, telephone calls, food or beverages not included in the prize description, transfers, taxes, insurance, other travel or accommodation, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (not included in the prize) and necessary documents required to travel. Any alterations or extensions to confirmed Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received any required immunisations and/or health checks prior to taking the Prize. The Promoter makes no representations about the travel destination. A credit card imprint or cash deposit may be required by the hotel from the winning entrant at check-in for incidental charges during the winning entrant's (and his or her companion's) stay,. The winner or their travelling companion must hold a valid credit card and present it at check in. The Promoter is not responsible for any damage to the hotel room caused or contributed by the winning entrant

or his or her companions. Major Prize participants are responsible for compliance with any health, requirements for entry into New South Wales (**Travel Requirements**).

- 4. Cap prizes will be processed at the close of the promotion. Allow 45 working days for delivery of cap prize from the close date of the promotion. Caps will be sent directly to the address as listed on the winners Repco VIP club membership account.
- 5. The Promotion will be conducted during the Promotion Period.
- 6. The Prize/s are specified in the Details of Prizes. The total prize pool is specified in the Total Prize Value section
- 7. Any prize is valued in Australian dollars unless expressly stated to the contrary.
- 8. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
- 9. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether they win the competition.
- Eligible Entrants must follow the Method of Entry during the Promotion Period to enter the Promotion.
   Failure to do so will result in an invalid entry. The Promoter will not advise an Eligible Entrant if their entry is deemed invalid.
- 11. The time of entry will be deemed to be the time the entry is received by the Promoter.
- 12. Eligible Entrants may submit up to the Maximum number of entries (if applicable).
- 13. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
- 14. The winners will be notified in accordance with the Notification of Winners section. The notification will include details about how the prize(s) can be claimed.
- 15. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an Eligible Entrant's contact details change during the Promotion Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.

- 16. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 17. The winner(s) name and state/territory of residence will be published in accordance with the Public Announcement of Winner's section of these Terms & Conditions (if applicable).
- 18. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an Eligible Entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an Eligible Entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 19. If despite the foregoing clause, the Promoter incurs a liability to an Eligible Entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
- 20. Without limiting any of the foregoing, in no circumstances will an Eligible Entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
- 21. The Promoter and its associated agencies and companies will not be liable for any damage in transit to or delay in transit of prizes.
- 22. The Promoter may in its absolute discretion not accept an entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority and unless otherwise specified. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

- 24. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
- 25. Eligible Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the Promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant.
- 26. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles. Your name and contact details are being collected by RYCO Group Pty Ltd of 29 Taras Avenue, Altona North, Victoria, Australia in order to conduct the Promotion and may, for this purpose, be disclosed to third parties such as agents, contractors, service providers, prize suppliers and, as required, Australian regulatory authorities. It may also be used for marketing, researching and profiling purposes. Your personal information will not be disclosed overseas. You can access and correct personal information held about you by contacting the Privacy Officer at the above address or important at <u>privacy@rycofilters.com</u>. It is that you read our Privacy Policy at https://www.rycofilters.com.au/privacy-policy
- 27. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Eligible Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.