

Our Shout Capricorn Promotion

ABBR TERMS AND CONDITIONS

Promotional Period: at 8:00am on Thursday, 1 August 2019 and closes 5:00pm AEST on Thursday, 31 October 2019. Open only to Repco Trade customers with a Capricorn Account who are operating within Australia. Please see full terms and conditions to determine eligibility and entry criteria. To enter: eligible customers must purchase \$100 excl. GST worth of Repco private label products consisting of the following brands: Repco, OEX, C-Tek, Trustop, Drivetech 4x4, Flokool, Fuelmiser, Global, GV, Kelpro, Maxitrac, Mechpro, Mechpro Blue, Motoguard, Safecorp, TruFlow and TRW and receive x 1 entry into the draw. ("Qualifying Purchase"). Each subsequent purchases of \$100 excl. GST during the promotional period receive an additional entry into the draw. Qualifying purchases include equipment, core deposits, labour, engines, freight charges and membership fees. Repco Cap Plus trade customers receive double (2) qualifying entries and an additional entry for each \$100 excl GST purchase. Major Prize: one 1 One) 7 (Seven) night package for two people to attend the 2020 Capricorn Convention in Sanya China. Prize includes airfares, shared hotel accommodation (minimum 3 star) and event tickets valued up to \$8,198 inclusive of GST. Automatic Entry based on account purchases. Prize drawn a 12pm November 7 2019 at Flow Marketing, 403 Pakington St Newtown VIC 3220. Winner announced in the Australian 13th November 2019. Promoter is Repco Australia ABN 97 097 993 283 of 22 Enterprise Drive Rowville Vic 3178 Ph 03 9566 5544 ("Promoter"). Full terms and conditions see: repcotrade.com.au Authorised in Australia under permit number: NSW LTPS/19/36637; SA No: T19/1242; ACT: TP 19/03850

TERMS AND CONDITIONS

1. The Promoter is Repco Australia ABN 97 097 993 283 of 22 Enterprise Drive Rowville Vic 3178 Ph 03 9566 5544 ("Promoter").
2. This Competition commences at 8:00am on Thursday, 1 August 2019 and closes 5:00pm AEST on Thursday, 31 October 2019.
3. The sections on How to Enter, Draw and Winner Notification, Prizes and Miscellaneous Provisions form part of these Terms and Conditions.
4. This Competition is only open to Repco Trade customers with a Capricorn Account who:
 - a. are operating within Australia and are aged 18 years or older;
 - b. have not been discovered to have breached these Terms and Conditions
5. Employees (and their immediate families) of the Promoter, participating distributors, resellers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse,

ex-spouse, de-facto 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 1st cousin.

6. Eligible Businesses must be within the Promoter's trading terms throughout the promotional period and must not have overdue monies owing as at the promotional closing date in order to be eligible to claim any prize.
7. Entry into this Competition 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.
8. 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.

HOW TO ENTER:

9. To enter: an eligible automotive business must during the promotional period:
 - a. Purchase \$100 excl. GST worth of Repco private label brand products on their Repco Trade account and receive x 1 entry into the draw. ("Qualifying Purchase"). Each subsequent purchase of \$100 excl. GST during the promotional period receive an additional entry into the draw. Qualifying purchases exclude equipment, core deposits, labour, engines, freight charges and membership fees.
 - b. Repco Capricorn Plus trade customers are entitled to 2 (double) entries into the draw for \$100 excl. GST worth of Repco private label brand products on their Repco Trade account, and double entries entry for each \$100 excl GST purchase thereafter.

e.g. If an eligible Repco Trade customer purchases \$10,000 of Repco private label branded products during the promotional period they receive 100 entries into the draw, except for Cap Plus Repco trade customers who will receive double points: i.e. \$10,000 of purchases equals 200 entries in the draw.

Repco private label brands that may be purchased are: Repco, OEX, C-Tek, Trustop, Drivetech 4x4, Flokool, Fuelmiser, Global, GV, Kelpro, Maxitrac, Mechpro, Mechpro Blue, Motoguard, Safecorp, TruFlow & TRW

1. Entry is automatic via Repco National accounting system.

DRAW AND WINNER NOTIFICATION

2. The first one (1) valid entry drawn at 12 noon 7th November at Flow Marketing 403 Pakington St Newtown VIC 3220 from all the valid entries received during the promotional period will win the major prize.
3. The Winner will be notified by a phone call and via email by the 8th November and the winners name will appear in The Australian Newspaper 13th November 2019.
4. As this prize is an event, any prize that remains unclaimed for a period of 1 month will be forfeited by that winner and a new prize will be drawn at 12 noon 10th December at Flow Marketing 403 Pakington St Newtown VIC 3220.
5. A winner of an unclaimed prized draw if any will be notified in writing and email within 2 days of the unclaimed prize draw and their name will appear in the Australian on the 17th December 2019.

PRIZES

6. Major Prize Draw – 1 (One) 7 (Seven) night package for two people to attend the 2020 Capricorn Convention in Sanya, China includes airfares, shared hotel accommodation (minimum 3 star) and event tickets valued up to \$8,198 inclusive of GST.
7. Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from Australian departure points, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
8. Prize must be taken to coincide with the 2020 Capricorn Convention event held in Sanya China (16 May – 23 May 2020). Prize is subject to booking and flight availability. No extensions will be permitted. Any alterations to confirmed prize details would be at the expense of the winner.
9. The winner and companion of the major prize is responsible for ensuring that they have valid passports, and any requisite Chinese travel visas, vaccinations and travel documentation where required.
10. The winner and companion must depart from and return to the same departure point.
11. The Promoter strongly recommends winner and companion obtain travel insurance to suit the major prize winner's requirements prior to travelling. Travel insurance is not included in the prize.

12. Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary.
13. Frequent flyer points will not form part of the prize.
14. Prize is subject to the standard terms and conditions of individual prize and service providers.
15. The winner may be required to present their credit card at time of accommodation check in.
16. In the event of war, terrorism, state of emergency, event cancellation from organisers or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
17. The winners acknowledge that the Event may be cancelled or re-scheduled for any reason, other than as set out in the Conditions of Entry to the Event and the Promoter accepts any responsibility for such cancellations. The winner also acknowledges that participation in any event may be subject to additional terms and conditions imposed by a third party. The winner and companions must become acquainted with any additional terms & conditions of participation prior to participation in any event.
18. Prizes will be awarded to the authorised representative of the respective winning business. Prizes or parts of the prize are not transferable or exchangeable and cannot be taken as cash.
19. If for any reason any elements of the specified prizes are unavailable, the Promoter reserves the right to replace it with a prize of the same or higher value and of similar specification.
20. Prizes are not transferable, saleable or exchangeable and cannot be taken or redeemed as cash or equivalent.
21. The Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, in relation to this Competition or the merchantability, quality or fitness for a particular purpose regarding any prize or any component of any prize.
22. Total prize pool for this promotion is AUD\$8198 Inclusive of GST.

MISCELLANEOUS PROVISIONS

23. Authorised representatives of Eligible Businesses consent to the Promoter using the business' name, likeness and/or image in the event they are the winning business (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 any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

- 24.** 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, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Businesses and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 25.** 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 the ASIC Act or similar consumer protection laws in the States and Territories of Australia and in New Zealand (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the 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 the promotion.
- 26.** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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, unauthorised 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 tax liability incurred by a winning business or Eligible Business (or its authorised representative); or (e) use of a prize.
- 27.** As a condition of accepting the prize, the authorised representative of the winning business must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 28.** The Promoter collects personal information of authorised representatives of Eligible Businesses in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize

suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Business and/or its authorised representative. Authorised representatives of Eligible Businesses should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

- 29.** The laws of Australia apply to this promotion to the exclusion of any other law. Eligible Businesses submit to the exclusive jurisdiction of the courts of Australia.
- 30.** A full copy of the terms and conditions are available for download at repcotrade.com.au
- 31.** Authorised in Australia under permit number: NSW LTPS/19/36637; SA No: T19/1242; ACT: TP 19/03850