

**REPCO 2018 SUPERBOWL PROMOTION
FULL TERMS AND CONDITIONS**

1. The Promoter is Repco Australia (A division of GPC Asia Pacific ABN 97 097 993 283) of 22 Enterprise Drive Rowville Victoria 3178 Phone: 03 9566 5544 (“Promoter”).
2. Interested parties include GUD Automotive Pty. Ltd. (ABN 13 004 237 727) of 29 Taras Avenue, Altona North, Victoria 3025 and Penrite Pty. Ltd. (ABN 25 005 001 525) of 110 – 116 Greens Road, Dandenong Victoria 3175. (“Interested Parties”)
3. This Competition commences at 8:00am AEST on 1st September 2017 and closes 5:00pm AEDST 30th November 2017.
4. The sections on How to Enter, Draw and Winner Notification, Prizes and Miscellaneous Provisions form part of these Terms and Conditions.
5. This Competition is only open to Repco or Capricorn Trade Account customers only 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
6. Employees (and their immediate families) of the Promoter, participating suppliers, 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.
7. National company owned accounts, Resellers, Repco Petrol & Convenience and Government accounts are not permitted to enter.
8. 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.
9. 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.
10. 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:

11. During the promotional period customers must purchase:
 - \$500 ex- GST of Ryco products and \$500 ex-GST of Penrite products with Repco in September 2017 to receive your first entry in the draw. You'll then receive an

additional entry for every \$200 ex GST spent with Penrite or Ryco, or a combination of both through Repco during September.

- \$750 ex- GST of Ryco products and \$750 ex- GST of Penrite products with Repco in October 2017. You'll then receive an additional entry for every \$150 ex GST spent with Penrite or Ryco, or a combination of both through Repco during October.
- \$1000 ex- GST of Ryco products and \$1000 ex- GST of Penrite products with Repco in November 2017. You'll then receive an additional entry for every \$100 ex GST spent with Penrite or Ryco, or a combination of both through Repco during October.

Remember – you will need to meet the basic qualifying target in all 3 months to qualify for the draw. OR

If you do not qualify in each month, you can still qualify for one entry by spending \$3000 ex-GST with Ryco and \$3000 ex-GST with Penrite via Repco between 1 September and 30 November 2017 (a total of \$6000 ex-GST minimum).

You will receive one qualifying entry, plus an additional entry for every \$100 ex-GST spent over the qualifying amounts with Penrite or Ryco, or a combination of both over the promotional period when qualifying via this method.

No limit to number of entries awarded.

12. Entry is automatic via Repco's National accounting system.
13. Customers who fail to meet \$3000 excl. GST overall spend target (\$3000 excl. GST) or set monthly sales targets for September (\$500 excl. GST), October (\$750 excl. GST), November 2017 (\$1000 excl. GST), for both Ryco Filters and Penrite products will become disqualified.

DRAW AND WINNER NOTIFICATION

14. There will be one (1) prize draw for this promotion to be conducted at noon AEDST 5th December 2017 at Flow Marketing 403 Pakington Street, Newtown VIC 3220.
15. The first six (6) valid entries drawn from all entries received during the promotional period will win the major prize. Each prize valued up to AUD\$25,000 Incl. GST. depending on point of departure. Total prize pool for this draw is AUD\$150,000 Incl. of GST.
16. All winners will be notified by a phone call and email followed by an email by 9th December 2017.
17. The winner's name will appear in the Australian on the 14th December 2017.
18. As this prize is an event, any major prize that remains unclaimed by 5pm AEDST 21st December 2017 will be forfeited by that winner and a new prize will be drawn 12 noon on the AEDST 22nd December 2017 at Flow Marketing, 403 Pakington St Newtown VIC 3220 subject to any directions from a regulatory authority.

19. A winner of an unclaimed prize draw if any will be notified in writing and email by 23rd December 2017 and their name will appear in the Australian on the 27th December 2017.

PRIZES

20. Major Prize Draw: Six (6) Single passes to the 2018 NFL Superbowl event scheduled to take place at US Bank Stadium Minneapolis Minnesota USA February 4th 2018. Prize includes a single event access pass (ticket for 1 person): Economy class fares from the winners nearest capital city, (5) five nights accommodation (minimum 3 star accommodation) in a standard twin share room, transfers & meals. The trip will run from Wednesday 31st January to Monday 5th February.
21. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
22. Prize must be taken to coincide with the 2018 NFL Superbowl event scheduled to take place at US Bank Stadium Minneapolis Minnesota USA February 4th 2018. Prize is subject to booking and flight availability.
23. The winner of the major prize is responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation where required. The winner must depart from and return to the same departure point.
24. The winner's location will be determined by the location of the registered business.
25. 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.
26. Frequent flyer points will not form part of the prize.
27. Prize is subject to the standard terms and conditions of individual prize and service providers.
28. The winner may be required to present their credit card at time of accommodation check in.
29. In the event of war, terrorism, state of emergency, event cancellation from organizers 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.
30. 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 must become acquainted with any additional terms & conditions of participation prior to participation in any event.

31. 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.
32. 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.
33. Prizes are not transferable, saleable or exchangeable and cannot be taken or redeemed as cash or equivalent.
34. 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.
35. Total prize pool for this promotion in Australia is AUD\$150,000 inclusive of GST.

MISCELLANEOUS PROVISIONS

36. 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 or its suppliers
37. 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.
38. 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.
39. 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.

40. 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.
41. 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.
42. 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.
43. For a copy of the full terms and conditions visit www.repco.com.au/trade
44. Authorised in Australia under permit number: NSW: LTPS/17/17165, SA: T17/1552; ACT: TP 17/01649