

UPGRADE YOUR MAN CAVE – NAPA AUTO PARTS PROMOTION FOR AASDN 2024 ABBREVIATED TERMS & CONDITIONS

Full Terms and Conditions, State permit numbers, prize periods and details of bonus entries are available at napaparts.com.au. Please review before determining whether you are eligible to participate. Open to NAPA Trade Account Holders and AASDN members operating within Australia. Promotion starts 12:01am (AEDT) on 1st April 2024 and ends at 11:59pm on 30th April 2024 (AEST). NAPA Trade Account Holders who are also AASDN members that spend \$750 ex GST during the promotional period will receive 1 entry into the prize draw. Each subsequent purchase of \$750 will accrue an additional entry. There will be **1 prize pack** for each region – East and West. Prizes drawn 12noon AEST 7/05/24 at NAPA Auto Parts, 51-57 Qantas Drive, Brisbane Airport QLD, 4008, Australia. Prize is 2 NAPA Auto Parts branded bar stools with a total combined value of \$300.00 incl. GST. Winners' names will appear on the website napaparts.com.au from the 10th May 2024. The promotor is NAPA Auto Parts of 51-57 Qantas Drive, Brisbane Airport, Queensland, 4008.

TERMS & CONDITIONS

1. The promotor is NAPA Auto Parts of 51-57 Qantas Drive, Brisbane Airport, Queensland, 4008.
2. The (Promotion) commences at 12:01am AEDT on 01/04/2024 and closes 11:59pm AEST on 30/04/2024 ("**Promotional Period**").
3. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed as acceptance of these Terms and Conditions.
4. This Competition is only open to NAPA Trade Account Holders who are also AASDN members operating within Australia as a business and if an individual and are aged 18 years or older.
5. The following are ineligible to participate in the Promotion ("**Ineligible Businesses**").
 - a) Customers of GPC Asia Pacific Participating Businesses who are designated by GPC Asia Pacific as Wholesale, Export, Government, or Reseller;
 - b) Mining customers;
 - c) GPC Asia Pacific employees, contractors, or suppliers;
 - d) agencies associated with this promotion;
 - e) Customers of GPC Asia Pacific Participating Businesses who have policies prohibiting the receipt of gifts or commercial prizes.
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. Employees (and their immediate families) of the Promoter, participating retail stores 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.
8. 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. 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.

9. HOW TO ENTER

10. When a NAPA Trade Account Holder and AASDN member spends more than \$750 ex GST on any product during the promotional period, they will receive 1 entry into the prize draw (Qualifying Purchase). Each subsequent purchase of \$750 ex GST on a NAPA Trade Account Holder and AASDN member Account will accrue an additional entry.
11. Labour, engines, freight charges, membership fees and core deposits are excluded from this promotion.
12. Entry is automatic as per the GPC Asia Pacific accounting system.

13. DRAW AND WINNER NOTIFICATION

14. There will be one (1) major prize drawn per AASDN region - East and West with a total of 2 draws. This promotion is to be drawn at *12 pm Noon AEST 7th May, 2024 at NAPA Auto Parts, 51-57 Qantas Drive, Brisbane Airport, QLD 4008 Australia.
15. The location of the business will be determined by the GPC Asia Pacific accounting system.
16. The first (1) valid entry drawn from all entries received during the promotional period in the East region will win a (1) major prize.
17. The first (1) valid entry drawn from all entries received during the promotional period from the West region will win a (1) major prize.
18. All winners will be notified by a phone call and in writing within 7 days of the prize draw and their name will appear on the website napaparts.com.au for a period of 28 days.
19. Any prize that remains unclaimed by 5pm AEST on 08/06/24 will be forfeited by that winner and a new prize will be drawn 12 noon on the 09/06/23 at the same venue as the original draw.
20. Any winner of an unclaimed prize draw will be notified by phone call and email within 7 days and their name will on the website napaparts.com.au for a period of 28 days from any redraw taking place.
21. The location of the business will be determined by the GPC Asia Pacific accounting system.

PRIZE

Prize is 2x NAPA Auto Parts branded man cave bar stools with a total combined value of \$300 incl. GST, per region (2).

1. Prizes will be awarded to the authorised representative of the respective winning business. Prizes or parts of the prize are not transferable or exchangeable.
2. 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 subject to legislative approval.

3. The prize maybe subject to terms and conditions any winner is encouraged to become familiar with these terms and conditions.
4. Total prize pool for this promotion in Australia is AUD \$600 Incl. GST.
5. Prize value in each region East and West is \$300, and combined is a total of \$600 Incl. GST.

MISCELLANEOUS PROVISIONS

6. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
7. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of the Promotion results in, for Australian GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
8. Subject to the unclaimed prize draw clause, if for any reason the winning business does not accept the prize, then the prize will be forfeited.
9. Prizes are not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation. In the event for any reason a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The value of prizes is accurate as at the commencement of this Promotion. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If for any reason a prize is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value, subject to the approval of the gaming authorities in each state or territory, where relevant.
10. 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.
11. 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.
12. 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 ("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.

- 13.** 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.
- 14.** 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.
- 15.** 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.