

BENDIX 2024

ABBR TERMS AND CONDITIONS

This promotion is a limited offer where chance does not play any role in determining a winner, please check napaparts.com.au/promotionalterms/ ("website") for terms and conditions. Commences 12:01am (AEST) on 16/10/2024 and closes at 11.59pm (AEST) on 16/10/2024 ("Offer Period") or whilst stocks last. Offer open to NAPA Auto Parts trade account customers operating within Australia. Purchase any Bendix Products on one (1) invoice and receive one (1) Bendix Racing Polo for free. First 50 customers only. Winners will be determined at the conclusion of the promotional period and will account for any returns or account credits. This is limited offer, while stock lasts. Valued in Australia up to \$ 4,000 Incl. of GST. The promotor is NAPA Auto Parts (A division of GPC Asia Pacific Pty Ltd (ABN 97 097 993 283) of 51-57 Qantas Drive, Brisbane Airport, Queensland, 4008.

BENDIX LIMITED OFFER 2024

FULL TERMS AND CONDITIONS

TERMS & CONDITIONS

1. The promotor is NAPA Auto Parts (A division of GPC Asia Pacific Pty Ltd (ABN 97 097 993 283) of 51-57 Qantas Drive, Brisbane Airport, Queensland, 4008.
2. The (Promotion) commences at 12:01am AEST on 16/10/2024 and closes 11:59pm AEST on 16/10/2024 AEST ("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 Automotive Workshop Trade Customers who hold a current trade account with NAPA Auto Parts 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;
6. b) Specialist workshop or mining customers;
7. c) GPC Asia Pacific employees, contractors, or suppliers;
8. d) agencies associated with this promotion;
9. e) Customers of GPC Asia Pacific Participating Businesses who have policies prohibiting the receipt of gifts or commercial prizes.
10. 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.
11. 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.
12. 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.

HOW TO ENTER

- a) Purchase any Bendix branded products on one invoice and receive one (1) Bendix Racing Polo for free. Only 4 racing polos per customer.
- b) Qualifying and incremental purchases must be from the nominated brands. Labour, engines, freight charges, membership fees and core deposits are excluded from this promotion.

10. Entry is automatic as per the NAPA accounting system.

WINNER DETERMINATION

13. The first 50 participants to Purchase any Bandix products on one (1) invoice and receive one (1) Bendix Racing Polo for free. Winners names will appear on the website napaparts.com.au/promotionalterms/ for a period of 30 days from the date of prize determination.

PRIZES / GIFTS

14. Prize schedule

Purchase	Gift	Qty	Value	Total
Any Bandix Products	Bendix Racing Polo	50	\$80	\$ 4,000

15. Gifts or parts of the gift are not transferable or exchangeable and cannot be taken as cash.

16. The promotor will guarantee the number of gifts as outlined in the gift schedule to be available. If for any reason any elements of the specified gifts are unavailable, the Promoter reserves the right to replace it with a gift of the same or higher value and of similar specification.

17. 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.

18. Any gifts that remain unredeemed at the end of the promotion will be forfeited and not awarded.

19. Prize is subject to the standard terms and conditions of individual prize and service providers.

20. 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.

21. Total number of gifts eligible for redemption is 50 items.

22. Total value of this limited offer in Australia is up to \$ 4,000 Incl. of GST.

MISCELLANEOUS PROVISIONS

23. 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).

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

- 29.** 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.
- 30.** 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.
- 31.** 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.