

## **BENDIX START YOUR ENGINES 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 ("**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 Auto Parts trade account customers operating within Australia as a business and if an individual and are aged 18 years or older.
- 5.** Wholesale, Export, Government, Reseller and trading accounts who are ineligible to receive gifts are not permitted to enter.
- 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.

### **HOW TO ENTER**

During the promotional period,

- a. Spend \$200 ex GST on Bendix Products during the promotional period and receive 1 entry into the prize draw.
- b. Labour, engines, freight charges, membership fees and core deposits are excluded from this promotion.

- 10.** Entry is automatic as per the GPC Asia Pacific accounting system.

### **WINNER DETERMINATION**

10. There will be fifty (50) prize draws, each scheduled to be drawn from 12 noon AEDT 16<sup>th</sup> October 2024 at Flow Marketing, 121/87 Turner St Port Melbourne VIC 3207 Australia.

11. The first fifty valid entries drawn from all entries received win a major prize.

12. South Queensland region is considered NAPA Auto Parts and Ashdown-Ingram branch locations South of and including Bundaberg QLD.

13. The location of the Business will be determined by the NAPA accounting system.

14. All winners will be notified by a phone call and in writing within 2 days of the prize draw and their business name and postcode will appear on the website [napaparts.com.au](http://napaparts.com.au) from the prize draw for a period of 28 days.

15. any prizes that remains unclaimed by 5pm AEDT 15<sup>th</sup> November 2024 will be forfeited by that winner and will be redrawn at 12 noon AEDT 16<sup>th</sup> November 2024 at Flow Marketing 121/87 Turner St Port Melbourne VIC, 3207.

## PRIZES / GIFTS

### 1. Prize schedule

| Spend                             | Gift               | Qty | Value | Total   |
|-----------------------------------|--------------------|-----|-------|---------|
| \$200 excl GST on Bendix Products | Bendix Racing Polo | 50  | \$80  | \$4,000 |

1. Gifts or parts of the gift are not transferable or exchangeable and cannot be taken as cash.
2. 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.
3. 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.
4. Any gifts that remain unredeemed at the end of the promotion will be forfeited and not awarded.
5. Prize is subject to the standard terms and conditions of individual prize and service providers.
6. 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.
7. Total number of gifts eligible for redemption is 50 items.
8. Total value of this limited offer in Australia is up to \$ 4,000 Incl. of GST.

## MISCELLANEOUS PROVISIONS

9. 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).
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

- 16.** 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.
- 17.** 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.