

## **NAPA EXPERIENCE THE THRILL 2025 – NORTH QUEENSLAND 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 01/05/2025 and closes 11:59pm AEST on 31/05/2025 ("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 Customers who spend \$500 excl. GST on an eligible trade account on the specific brands in the "Experience the Thrill" North Queensland catalogue. And if an individual is aged 18 years or older. Operating in North Queensland.
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) Specialist workshop or 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.

## **HOW TO ENTER**

9. Spend more than \$500 excl. GST on an eligible trade account of special advertised multi-buy products of selected brands during the promotional period will each receive 1 entry into the prize draw. Each subsequent purchase of \$500 excl. GST of the same advertised products will accrue an additional entry.
  - a) Selected brands include: NGK, Ryco, Donaldson, Bendix, Monroe, Century Batteries, CRC, CTEK, Narva / Projecta, OEX, Castrol, Drivetech4x4, Penrite, Nolathane, Denso and Gates
  - b) Platinum and Platinum Elite customers will each receive double entries. (i.e. 2 entries per \$500 spent)

- c) 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.

## **DRAW AND WINNER NOTIFICATION**

- 11.** The Major prize draw will take place at 12 noon AEDST 5<sup>th</sup> June 2025 at Flow Marketing, 121/87 Turner St Port Melbourne VIC 3207 Australia.
- 12.** All winners will be notified by a phone call or in writing within 2 days of the prize draw and their names will appear on the website [napaparts.com.au](http://napaparts.com.au) for a period of 28 days.
- 13.** As the major prize is an event any major prize that remains unclaimed by 5pm (AEST) 9/6/2025 will be forfeited by that winner and a new prize will be drawn 12 noon (AEST) on the 12/6/2025 at the same venue as the original draw.
- 14.** Any winner of an unclaimed prize draw will be notified by phone call and email within 2 days of any redraw and their name will appear on the website [napaparts.com.au](http://napaparts.com.au) for a period of 28 days from any redraw taking place.
- 15.** The location of the business will be determined by the NAPA accounting system.

## **PRIZE**

- 16.** Major Prize: A Supercars weekend experience for 2 to the 2025 NTI Townsville 500 from July 12<sup>th</sup> - 13<sup>th</sup> 2025. Prize includes 2 corporate hospitality experiences to the trackside lounge. Prize also includes accommodation twin share for the Saturday night and breakfast Saturday morning for two. Valued at \$540 incl. GST.
- 17.** For State based promotional draws, North Queensland region is considered NAPA Auto Parts, and Ashdown-Ingram branch locations North of and not including Bundaberg QLD.
- 18.** Prize comprises one (1) night accommodation and does not include flights, transfers or meals.
- 19.** Winners are encouraged to be familiar with the prize terms and conditions as the winner will be responsible for transport to the event.
- 20.** Prize must be taken to coincide with the 2025 NTI Townsville 500 scheduled to take place in North Queensland, Townsville at Reid Park Street Circuit from July 12<sup>th</sup> – 13<sup>th</sup> 2025.
- 21.** The winner may be required to present their credit card at time of accommodation check in.
- 22.** Additional Spending money, meals, taxes, insurance, passports, visas, vaccinations, transport to and from the event, or accommodation, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
- 23.** In the event of war, terrorism, state of emergency, pandemic, event cancellation from organisers or disaster (including pandemic), 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.

24. 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.
25. Prize is subject to the standard terms and conditions of individual prize and service providers.
26. 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 including any component which is unused or forfeited.
27. 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.
28. Prizes are not transferable, saleable or exchangeable and cannot be taken or redeemed as cash or equivalent.
29. 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.
30. Total prize pool for this promotion in AUSTRALIA is AUD \$1,950 Incl. GST.

## **MISCELLANEOUS PROVISIONS**

31. 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).
32. 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.
33. 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.
34. 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.

- 35.** 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.
- 36.** 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.
- 37.** 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.
- 38.** 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.
- 39.** 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.
- 40.** 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.