

## Win a Car - Terms and Conditions 2022

### Alex Surf Club

1. The Promoter is Alex Surf Club ("The Promoter"), registered address at 167 Alexandra Parade Alexandra Headland Qld 4572. ("The Promoter").
2. All persons ("the entrants") entering the "Win a Car" ("the promotional competition") agree that the competition rules as set out in these terms and conditions are binding on them.
3. The competition is open to all Alex Surf Club members above the age of 18 who are in possession of a valid membership card, except directors, members, partners, employees, agents or consultants of or any other person who directly or indirectly controls or is controlled by the promoter or marketing service providers in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members.
4. This competition is open from 3<sup>rd</sup> May 2022 to 28<sup>th</sup> July 2022 ("last day"). Any entries received after 2pm on the last day will not be valid and not be considered.
5. To enter, simply:
  - a. Purchase \$10 in any one transaction of products from the participating venue using your members card.
6. The major draw will take place once the competition has ended. Winners will be announced using the Barrel Draw system from Max witnessed by an agent appointed by the Promoter. The agent appointed, will be there to monitor the draws. The drawn members will have two (2) minutes to present to staff at the display area to be classified as present. If, however, the member does not present with the allocated time a new member will be selected in accordance with the competition rules.
7. 1 Major Prize winner will win in a Toyota Yaris Cross.
8. The major prize can only be won once, and the promotion is finished when this occurs. Once this is to occur the major promotion will be deemed as finished. Thus no further draws after that will occur.
9. All risks in the prizes pass to the winner upon delivery/handover of prize. Where necessary, the winner shall ensure that all prizes are insured against all risks including damage to the prize as well as damage to third party property and persons. Such insurance is for the cost of the winner and neither the Promoter nor any other party associated with the competition will be liable for the costs thereof or be liable should there be no such insurance.
10. The Promoter shall have the right to terminate the competition immediately and without notice for any reason beyond its control requiring this. In the event of such termination, all participants agree to waive any rights

that they may have in terms of this promotion and acknowledge that they will have no recourse against the Promoter, its agents and staff.

11. Where cash prizes are won, the winner may be required to provide proof of identity, proof of address as well as a tax clearance certificate or any other documents generally required by banks in terms of the Anti-Money Laundering and Counter Terrorism Financing Act 2006.

12. All guarantees for any tangible prizes which are won are carried by the manufacturer and or supplier thereof and not by the Promoter who finds the purchase of the prizes but is not the supplier thereof and the Promoter makes no warranties, whether explicit or implied with respect to the prizes.

13. Participation in the competition constitutes acceptance of the competition rules and entrants agree to abide by the rules.

14. The judges' decision is final, and no correspondence will be entered into.

15. You will be required to provide your full name, membership number and other related information when entering this Competition. The Promoter and its affiliates will collect and use your personal data listed herein in order to enable your participation in this Competition and for related online activities. Your personal data will be used to enter you in this Competition and for the Promoter's, its affiliates and subsidiaries' marketing purposes and, by participating in the Competition, you consent to the transfer, storage and processing of the data in Australia, which consent may be withdrawn at any time by written notification to the Promoter. We keep your personal data to fulfil the purposes for which it was collected or as required by applicable laws or regulations. We will not use your personal data for a different purpose without first obtaining your permission. We do not allow third parties to use your personal information.

16. By providing a submission, you warrant that it is your own original work and that you are the owner of any intellectual property therein and grant the Promoter and its affiliated companies the perpetual royalty free right, except where prohibited by law, to use the contents thereof for any purpose whatsoever and to use your name for Competition purposes in promoting or publicising the Competition, including right to name the winner(s) of the prize(s) in public and/or any social media forum. Promoter, however, does not have any obligation to use the winning entries for any purpose. The Promoter reserves the right to request that any images taken of the winner or staff be used for marketing purposes in any manner they deem fit, without any further remuneration being made payable to the winner, which request the winner may decline. All entries become the property of Promoter. By entering this competition, the Promoter reserves the right to communicate with you at any time during or after the competition and you may opt out from receiving such communication at any time.

17. All entrants indemnify the Promoter, its advertising agencies, advisers, suppliers, and nominated agents against any and all claims, damages or losses

resulting from their participation in this Competition arising from negligent acts or omissions of the Promoter.

18. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. Promoter is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Promoter on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Competition or downloading any materials in this Competition.

### **Minor Prizes**

19. Weekly Draws will be held each week from the start date. The weekly draws will be held on every Sunday from 2pm commencing on the 8<sup>th</sup> May 2022 and conclude on Sunday 24<sup>th</sup> July 2022. Each weekly draw will consist of 1 Draw the winner will win a \$50 Fuel Voucher.

20. Entrants must be present at weekly draws to claim the prize.