

# Trade Promotion (Game of Skill) - Terms and Conditions

## Auto Aftermarket and Collision Repair Expo PHOTO UPLOAD COMPETITION

Have the opportunity to win 1 of 10 \$1,000 Visa Gift Cards by entering the Auto Aftermarket and Collision Repair Expo photo upload competition with AAAA (COMPETITION)

### 1. Competition entry and acceptance of terms and conditions

- 1.1. By entering into and/or participating in this Competition, entrants agree to be bound by these terms and conditions.
- 1.2. Information on the Prize and how to enter this Competition form part of these terms and conditions.
- 1.3. Entries must comply with these terms and conditions to be valid.

### 2. Promoter of the Competition

- 2.1. The Australian Automotive Aftermarket Association (**AAAA**) ABN 23 002 271 454 of 7-8 Bastow Place, Mulgrave, Victoria 3170, (03) 9545 3333, info@aaaa.com.au (**Promoter**), is the Promoter of the Competition.

### 3. Competition period

- 3.1. The Competition commences at 9.00 a.m. AEST on 15/03/2022 (15 March 2022) and ends at 11:59 p.m. AEST on 10/04/2022 (10 April 2022) (**Competition Period**).

### 4. Eligibility to enter the Competition

- 4.1. Subject to clause 4.2, entry into the Competition is open only to individuals aged 18 and over
- 4.2. The following persons are not eligible to enter the Competition:
  - (a) the following persons in relation to either the Promoter or the Automotive Innovation Centre (AIC): directors, management, employees, and the immediate families of employees, directors or management;
  - (b) any associated entities, suppliers, retailers and agencies that are associated with this Competition.

### 5. How to enter the Competition

- 5.1. To enter the Competition, Eligible Entrants must visit [www.autoaftermarketexpo.com.au](http://www.autoaftermarketexpo.com.au) or [www.collisionrepairexpo.com.au](http://www.collisionrepairexpo.com.au) during the Competition Period and:
  - (a) register online to the Auto Aftermarket Expo or Collision Repair Expo by 11.59PM Monday 28

March 2022 via the registration link on the website. Only individuals who have registered prior to 11.59PM Monday 28 March will be included in the Competition judging.

(b) attend the Auto Aftermarket Expo or Collision Repair Expo, submit their best photo from the Expo, and fill out the online entry form, including name, telephone number, email address of the Eligible Entrant and uploading of the photo being submitted.

5.2. An Eligible Entrant may only enter the Competition once.

5.3. The entry must:

(a) be an original work;

(b) not infringe third party copyright;

(c) not contravene any law, or contain any potentially defamatory, discriminatory, offensive, obscene, indecent or prejudicial content, or any content that conflicts with currently prevailing community standards.

## **6. Date and time of judgment and validity of entry**

6.1. Judging of the entries will commence from 9.00 a.m. AEST on 12/04/2022 (12 April 2022) at 7-8 Bastow Place, Mulgrave, Victoria 3170 (**Judgement Date**). All entries will be judged by a panel of two judges individually on their merits based on quality, creativity and alignment with the goals of the Auto Aftermarket and Collision Repair Expos.

6.2. An entry that does not comply with these terms and conditions will be considered invalid and will not be included in the Competition.

6.3. The Prizes are won by Eligible Entrants who have entered the best entry as determined by the judges in their absolute discretion (**Winners**).

6.4. This is a game of skill and chance plays no part in determining the Winners or Substitute Winners.

## **7. Prize**

7.1. The prize per winner is 1 of 10 \$1,000 Visa Gift Cards.

7.2. The Prize is not redeemable for cash and is not transferrable for the use of a person other than the Winner or the Substitute Winner (as applicable).

7.3. To the extent permitted by law, and except for any liability that may not be excluded, the Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of any Winner, or Substitute Winner (as applicable), using the Prize or accepting the Prize.

7.4. The Winner, or Substitute Winner (as applicable), of the Prize is solely responsible for the payment of all taxes, with the exception of GST (which, if applicable, is included in the Prize amount), that

may be required to be paid as a consequence of receiving the Prize.

- 7.5. Eligible Entrants acknowledge that use of the Prize may carry risk.
- 7.6. To the extent permitted by law, the Promoter is not responsible or liable for any loss, damage or injury suffered by any Winner, or Substitute Winner (as applicable), or by any other person, in connection with, or arising from, the Prize.
- 7.7. The Prize may be subject to the terms and conditions of the Visa Gift Card provided to the Winner or Substitute Winner (as applicable).

## **8. Redeeming the Prize**

- 8.1. To redeem the Prize the Winner, or Substitute Winner (as applicable), will be verified by the Promoter by checking data in the visitor database of registered attendees to the Auto Aftermarket or Collision Repair Expo. Registration by the required date and time at 28 March 2022, and attendance during the Expo hours, will be verified by electronic records kept in the visitor database.

## **9. Prize unavailable**

- 9.1. The Promoter may substitute the Prize, or part thereof, with a prize of equal or greater value, if the Prize, or part thereof, is, for reasons beyond the control of the Promoter, not available.

## **10. Winners notification**

- 10.1. The Winners will be notified within 48 hours of the Judgement Date in writing to the email address provided on the online entry form and/or telephone to the phone number provided on the online entry form.
- 10.2. The name of the Winners will be published on the Auto Aftermarket and/or Collision Repair Expo website by 14/04/2022 (14 April 2022).

## **11. Failure to claim the Prize**

- 11.1. Subject to these terms and conditions the Prize will be distributed on or after the Judgement Date.
- 11.2. If, after reasonable attempts to contact the Winners, the Winners does not accept or claim the Prize by 11.59 p.m. AEST on 12/05/2022 ,then:
  - (a) the Winner's entry will be considered invalid; and
  - (b) the Promoter will choose to distribute the unclaimed Prize to the next best ranking entry, as determined by the judges, or not distribute a prize in place of the unclaimed prize, in the Promoter's absolute discretion (**Substitute Winner**).
- 11.3. If the Promoter chooses to select a Substitute Winner, The Substitute Winner will be notified in writing to the email address provided on the online entry form and/or telephone by 12/05/2022.

- 11.4. The name of the Substitute Winner will be published on the AAAA website at [www.aaaa.com.au](http://www.aaaa.com.au) by 16/05/2022 .

## **12. Personal information: use consent and amendment**

- 12.1. Personal information including Eligible Entrant's, and/or the person making an entry on behalf of the Eligible Entrant in accordance with clause 4.1, name, address, telephone number, email, image (including by photograph and/or video) may be collected and used for the purpose of conducting this Competition, which may include disclosure to third parties, including the Promoter's advisors, regulatory authorities, the provider of the Prize and the Promoter's agents or third party service providers, for the purpose of conducting the Promotion, or for promotional and marketing purposes (including for direct marketing) **(Purpose)**.
- 12.2. By entering into, and/or participating in, this Competition, Eligible Entrants consent, and the director making an entry on behalf of the Eligible Entrant in accordance with clause 4.1 consents:
- (a) to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree, and the person making an entry on behalf of the Eligible Entrant in accordance with clause 4.1 **Error! Reference source not found.** agrees, that the Promoter may use this information for that purpose.
  - (b) to the Promoter using their name, likeness, image and/or voice, in the event that they are the Winner or Substitute Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter, and if a representative of the Eligible Entrant is used for any of the foregoing and/or the Purpose, the Eligible Entrant confirms that they have provided these terms and conditions, and access of the Promoter's Privacy Policy, to the such representative of the Eligible Entrant and the Eligible Entrant has obtained the consent of the representative in respect of the forgoing and the Purpose.
- 12.3. Eligible Entrants may access, change and/or update their personal information by:
- (a) emailing the Promoter at [info@aaaa.com.au](mailto:info@aaaa.com.au) (with the subject line 'Expo 2022 Photo Upload Competition Contact Details Update' (or similar)); or
  - (b) by phone on (03) 9545 3333 during office hours.
- 12.4. The Promoter's Privacy Policy, containing information on how individual can access or correct personal information, or make a complaint, is available at <https://www.aaaa.com.au/privacy-policy/> .

## **13. Licence, moral rights and entry content use**

- 13.1. By entering into, and/or participating in, this Competition:

- (a) Eligible Entrants consent to the Promoter dealing with the content of their entry in any way that may otherwise infringe the Eligible Entrants moral rights, and the Eligible Entrant agrees not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors;
- (b) the Eligible Entrants grant the Promoter a perpetual, non-exclusive, worldwide licence to use the content of their entry, in any way the Promoter wishes including by modifying, adapting, copying, cropping, retouching, editing the content of the entry and/or publishing, broadcasting or communicating the content of the entry whether in original or modified form (and whether in whole or in part), in any type or kind of media for the purposes of the Promoter's business on its website, social media or in any promotional or marketing campaign, without payment to the Eligible Entrant of royalties or compensation; and
- (c) Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this clause on the Promoter's request.

#### **14. Limitation of liability**

- 14.1. Any person entering this Competition, including the Eligible Entrant, agrees to indemnify the Promoter, including its associated agencies, against all third party claims, costs, loss or damage arising or resulting from, or in connection with, a breach of these terms and conditions.
- 14.2. To the extent permitted by law, the Promoter is not responsible for inaccurate information, for any failure to receive an entry or for any loss, damage or injury in connection with, or arising or resulting from, technical problems or telecommunication problems, including, without limitation, security breaches, and in the event such problems arise, the Promoter may suspend, modify, cancel or terminate the Competition.
- 14.3. To the extent permitted by law, the Promoter (including the Promoter's officers, employees and agents), excludes all liability whether arising in negligence or, without limitation arising from other tortious conduct, arising in contract, under statute or otherwise for loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, in connection with, or arising in any way out of, the Competition, without limitation including:
  - (a) the Prize or any use of the Prize;
  - (b) any incorrect, non-complying, late, damaged, amended, lost or misdirected entry or any information in connection with the entry or Competition, whether before or after the Competition Period due to any reason beyond Promoter's the reasonable control;
  - (c) any technical difficulties or any equipment failure or malfunction, regardless of whether the foregoing is under the Promoter's control;
  - (d) any tax implications or any variation in the market value for the Prize set out in these terms and conditions or related promotional material;
- (b) any unauthorised access, theft or interference by third parties.

14.4. Nothing in these terms and conditions is intended to exclude, modify, restrict or limit the Australian Consumer Law, or any other statutory rights in a manner that is not permitted by law, and Winners, Substitute Winners and Eligible Entrants may have rights under the Australian Consumer Law and other legislation which cannot be excluded, modified, restricted or limited by the Promoter.

## **15. Social media platforms**

15.1. By entering into, and/or participating in, this Competition on Facebook or LinkedIn, and/or through reading about this Competition on Facebook or on the LinkedIn platform, Eligible Entrants:

(a) agree to comply with the terms of use for Facebook and the terms of use for LinkedIn;

(b) release Facebook and LinkedIn from all claims based on, related to or arising from the Competition; and

(c) acknowledge and agree that this Competition is in no way sponsored, endorsed, administered or affiliated with Facebook or with LinkedIn.

15.2. To the extent permitted by law, the Promoter is not responsible for any loss, damage or injury to Eligible Entrants, or any other participant, resulting from entering into, and/or participating in, this Competition, including any loss, damage or injury arising from any material published, or any comments made, by third parties about the Eligible Entrant, or any other participant, on any social media platform in connection with this Competition.

## **16. General terms and conditions**

16.1. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications.

16.2. Entries will be considered invalid, and will not be included in the Competition, if they do not comply with these terms and conditions, are tampered with in any way, illegitimate, manipulated or forged.

16.3. The Promoter reserves the right to disqualify:

(a) any entrant or person who submits an entry that does not comply with these terms and conditions; or

(b) any entrant or person who is involved in any way in interfering or tampering with the conduct of this promotion or this Competition; or

(c) any entrant or person who has conducted themselves improperly in a manner that compromises the proper and fair conduct of this promotion or the Competition,

and the failure to enforce any of the Promoter's rights by the Promoter does not constitute a

waiver of those rights.

- 16.4. The Eligible Entrant, and/or the person making an entry on behalf of the Eligible Entrant in accordance with clause 4.1:
- (a) is responsible for informing the Promoter of any changes to the contact details of the Eligible Entrant during the Competition Period; and
  - (b) must direct a request to access or modify any information provided for the purpose of claiming the Prize to Promoter.
- 16.5. The Promoter reserves the right to request verification of any information relevant to entry into, and/or participation in, the Competition in respect of the Eligible Entrant, including, but not limited to, verification of the Eligible Entrant's age, identity, address, social media profile. Verification is at the discretion of the Promoter, whose decision is final.
- 16.6. In the event the Competition is unable to be held as planned for any reason beyond the reasonable control of the Promoter (including without limitation as a result of any strike, war, terrorist attack, trade dispute, fire, flood, tempest, theft, epidemic, pandemic or breakdown in machinery of any kind, disruption to electricity (or any other utility), or breakdown or disruption of any electronic communication support system), the Promoter reserves the right, in its sole discretion, to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, to amend these terms and conditions, or take any other action available to it, unless to do so would be prohibited by law.
- 16.7. To the extent permitted by law, these terms and conditions, and any disputes or claims arising out of or in connection with the Competition or other subject matter of these terms and conditions, are governed by, and will be construed in compliance with, the laws of Victoria Australia and the parties agree that the courts of Victoria, Australia have exclusive jurisdiction.