

Supercheap Auto x Penrite Cooler Promo Giveaway Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Supercheap Auto x Penrite Cooler Promo Giveaway
Promoter:	Super Cheap Auto Pty Ltd ABN 64 085 395 124, 6 Coulthards Avenue, Strathpine, QLD 4500, Australia. Ph: 1300 175 010 For any inquiries regarding this Promotion, please contact the Promoter via customercare@supercheapauto.com.au or on 1300 175 010
Promotional Period:	Start date: 27/12/24 at 12:01 am AEDT/NZDT End date: 19/01/25 at 11:59 pm AEDT/NZDT
Eligible entrants:	Entry is only open to Australian and NZ residents who are 18 years and over who hold either a Supercheap Auto Club or Supercheap Auto Trade account. If you do not wish to participate in this Promotion, please contact Supercheap Auto at www.supercheapauto.com.au/contactus or trade.supercheapauto.com.au/contactus by 20/01/25 to be removed from the Promotion.
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, spend at least AUD/NZD\$60 (incl. GST) on any Penrite product(s) (excluding special order products [^]) in one (1) transaction from any Supercheap Auto store within Australia or New Zealand (includes their respective online stores ^{^^}) ("Participating Venues"). Customers need to shop using their Supercheap Auto Club or Supercheap Auto Trade membership (for in-store purchases) or be signed in to their Supercheap Auto Club or Supercheap Auto Trade account prior to check-out (for online purchases) to be eligible for the draw. Entries will be automatically recorded on purchase. [^] Special order products are products that are not stocked in store but are available to be ordered for delivery online or in store and generally have the blue and white special-order logo. ^{^^} The following are considered as a participating online store: supercheapauto.com.au and trade.supercheapauto.com.au (for Australia); and supercheapauto.co.nz and trade.supercheapauto.co.nz (for New Zealand).
Entries permitted:	Multiple entries permitted subject to the following: a) there is a limit of one (1) entry permitted per AUD/NZD\$60 (incl. GST) spent in the same transaction*; b) limit ten (10) entries permitted per person throughout the Promotional Period; and c) each entry must be submitted separately and in accordance with the entry instructions above. *For the sake of clarity, if an entrant spends \$120 (incl. GST) in one (1) transaction, they will then receive two (2) entries into the draw, and so on.
Total Prize Pool per Participating Venue:	AUD/NZD \$249.99

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is a Penrite branded cooler which includes 6 x stubby coolers. The winner must collect the prize at the same Participating Venue where their purchase was made (for in-store purchases); OR the winner must nominate their closest Supercheap Auto store to collect the prize (for online purchases). If their nominated store is not close by (as determined by	1 per Participating Venue	AUD/NZD\$249.99	Draws: computerised random selection - 30/01/25 at 12:00 pm AEDT

	the Promoter in its discretion), the prize will be delivered the winner's NZ/AU home address.			
Winner notification:	The winner will be contacted by using the contact details on file with the Promoter, includes in writing, within seven (7) days of the draw.			
Unclaimed Prizes:	In the event that for any reason whatsoever a winner does not accept a prize (including if the Promoter is not able to successfully get in contact with the winner) by 12:00 pm AEDT on 03/03/25 ("Claim by Date") or if the winner is determined to not be an eligible entrant or to not be entitled to the prize pursuant to these Conditions of Entry, then the prize will be forfeited by the winner and the first selected reserve entrant drawn from the original draw will be deemed to be the winner of the relevant prize ("Unclaimed Prize Winner"). The Unclaimed Prize Winner will be notified by using the contact details on file with the Promoter, includes in writing, within seven (7) days of the Claim by Date.			

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draws:
 - a) The draws will take place at Plexus, Level 4, 411 Collins St, Melbourne, VIC 3000, Australia at 12:00 pm AEDT on 30/01/25 using computerised random selection.
 - i) The first valid entry drawn from each Participating Venue will win the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact the winner.
7. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at www.supercheapauto.com.au/customer-service/privacy-policy.html. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy, see the Promoter's privacy policy for details.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.
16. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
22. The Promoter and its associated agencies and companies 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
23. The winner will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.