

# **carsales Loop- Incentive Terms and Conditions**

## **1. General**

- A. Information on how to enter forms part of these conditions. Use of carsales Loop (which may lead to automatic competition entry) constitutes acceptance of these terms and conditions.
- B. The Promoter is carsales.com Ltd, Level 4, 449 Punt Road, Richmond VIC 3121 ABN 91 074 444 018, tel: 1 300 7253.
- C. For the purposes of these Terms and Conditions, carsales.com Ltd includes all related and subsidiary companies, past present and future officers, agents, representatives, employees, and assigns.
- D. All entry instructions and prize information published by the Promoter form part of these conditions.

## **2. Entry**

- A. Entry is only open to Eligible Entrants. An Eligible Entrant is an individual who; (i) is an Australian resident who is 18 years or over; (ii) is a member of the carsales Loop community; (iii) receives an invitation from the Promoter or its agent; and (iv) is not an employee (or an employee's immediate family member) of the Promoter or Vision Critical Communications Pty Ltd (VCCI) or another agency associated with this promotion. "Immediate family members" means any of the following: spouse, ex-spouse, de-facto, ex-de-facto, 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 first cousin.
- B. The competition commences on November 7<sup>th</sup>, 2019 and closes on Oct 31<sup>st</sup>, 2020 (the "**Entry Period**").
- C. To enter, an Eligible Entrant must, during the Entry Period:
  - a. Visit <http://loop.carsales.com.au> and log in using your membership details; and
  - b. Fully complete a member survey or other requested activity including all mandatory questions and submit the survey or activity online.
- D. Each Eligible Entrant may only complete the same member survey once and must complete the survey in his or her own name. Eligible Entrants may have multiple entries into the competition if they complete multiple different surveys (one entry per different survey). All information provided in connection with the survey becomes the property of the Promoter.
- E. Where you provide your personal information for the purposes of completing a survey, this information will be used in accordance with our privacy policy, <https://www.carsales.com.au/info/privacy-policy>, and for the purposes of this competition which will include publication of winner names as detailed below and disclosure of winner names to authorities as required under applicable law or regulation.
- F. Each entrant is responsible for paying any costs associated with entering the competition or accepting a prize.
- G. The Promoter is not responsible for any consequences of user error nor late, lost, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, deletion, destruction, transmission failure or otherwise.
- H. The Promoter may in its absolute discretion declare any entry invalid and/or refuse further access to carsales Loop where an entrant:

- a. fails (upon request) to verify that he or she is eligible to enter;
- b. has breached the carsales Loop terms and conditions or these Incentive terms and conditions; or
- c. tampers with the competition process or operation or otherwise acts in a disruptive manner or attempts to jeopardise the fair operation of the competition.

These remedies are in addition to any other rights the Promoter may have to take legal action against any person attempting to damage the carsales Loop website or jeopardise the fair operation of this competition.

### 3. Prizes

- B. The prize is one Flexi eGift electronic gift card valued at \$100 (inc GST) ("Prize").
- C. The first valid entry randomly drawn each calendar month of the Entry Period will win a Prize.
- D. The total value of all prizes is 12 x \$100 = \$1200 inc. GST. All prize values are based upon RRP values provided by the supplier and correct at the time of printing.
- E. The Flexi eGift electronic gift cards have their own terms and conditions (including expiry dates) and prize winners should ensure they review those terms and conditions to ensure they comply.
- F. This competition is a game of chance.

### 4. Draw and Notification

- A. The draw will take place at 11am on the following days of each month at Vision Critical, 347-351 Pacific Highway, Artarmon, NSW 2000. All dates and times are AEST.

| Draw No. | Prize draw date | Notification date | Publication date | Redraw date (where necessary) | Redraw notification date | Redraw publication date |
|----------|-----------------|-------------------|------------------|-------------------------------|--------------------------|-------------------------|
| 1        | 3/12/19         | 3/12/19           | 10/12/19         | 3/3/20                        | 3/3/20                   | 10/3/20                 |
| 2        | 7/1/20          | 7/1/20            | 14/1/20          | 7/4/20                        | 7/4/20                   | 14/4/20                 |
| 3        | 4/2/20          | 4/2/20            | 11/2/20          | 4/5/20                        | 4/5/20                   | 11/5/20                 |
| 4        | 3/3/20          | 3/3/20            | 10/3/20          | 3/6/20                        | 3/6/20                   | 10/6/20                 |
| 5        | 7/4/20          | 7/4/20            | 14/4/20          | 7/7/20                        | 7/7/20                   | 14/7/20                 |
| 6        | 5/5/20          | 5/5/20            | 12/5/20          | 5/8/20                        | 5/8/20                   | 12/8/20                 |
| 7        | 2/6/20          | 2/6/20            | 9/6/20           | 2/9/20                        | 2/9/20                   | 9/9/20                  |
| 8        | 7/7/20          | 7/7/20            | 14/7/20          | 7/10/20                       | 7/10/20                  | 14/10/20                |
| 9        | 4/8/20          | 4/8/20            | 11/8/20          | 4/11/20                       | 4/11/20                  | 11/11/20                |
| 10       | 8/9/20          | 8/9/20            | 15/9/20          | 8/12/20                       | 8/12/20                  | 15/12/20                |
| 11       | 6/10/20         | 6/10/20           | 13/10/20         | 6/1/21                        | 6/1/21                   | 13/1/21                 |
| 12       | 3/11/20         | 3/11/20           | 10/11/20         | 3/2/21                        | 3/2/21                   | 10/2/21                 |

- A. No compensation will be payable if a winner is unable to take any element of a prize as stated, or does not satisfy any conditions of use for any element of the prize (including conditions imposed by event organisers or staff, or other prize providers) for whatever reason. Any part of a prize that is not taken for any reason is forfeited and no compensation will be provided.
- B. If a prize (or part of a prize) is unavailable for any reason, the Promoter may, in its absolute discretion, substitute alternative goods or services of equal or higher value. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of prize) is unavailable for any reason.

- C. Prizes are non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for cash.
- D. If for any reason any component of this competition is not capable of running as planned, or is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, weather event, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
- E. Prizes include GST and taxes (where applicable).
- F. All prize winners will be notified by email to the email address provided in connection with the survey before or on the Notification Date (see above).
- G. Each prize notification will include instructions as to how a winner is to claim their prize.
- H. Winners' names will be published and displayed on the carsales Loop website at <https://loop.carsales.com.au>
- G. Claimed prizes will be made available via the GiftPay website (<http://giftpay.com>) in the form of eGifts. Winners may select if and how they divide the value of their prize across one or more of the retail outlets on offer. The Flexi eGift electronic gift cards have their own terms and conditions and expiry dates and prize winners should review those terms and conditions to ensure they comply.
- I. Redraw of prize. If:
  - a. a prize is not claimed by the initial winner or the Promoter or VCCI has been unable (despite reasonable efforts) to successfully contact the initial winner within seven days. Reasonable effort consists of one initial email and one reminder email to the email address provided to carsales Loop;
  - b. a prize is forfeited for any reason; or
  - c. an initial winner is determined by the Promoter or VCCI to be ineligible to win a prize in accordance with these conditions;the relevant prize will be forfeited and a new draw will take place in the same way at the same time as the original draw on the relevant redraw date listed above. Any resulting replacement winner(s) will be notified on the redraw notification date. That process will be repeated if required.
- J. The Promoter's decisions are final and no correspondence will be entered into.
- K. Tax Implications. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.
- L. To the fullest extent permitted under applicable law, the Promoter, its related bodies corporate and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any entrant in connection with the competition or accepting a prize. Entrants are advised to check junk email folders regularly as prize notification is via email only.
- M. If any provision of these terms is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.

**Authorised by:  
LTPM/19/05085**