carsales Loop Terms & Conditions

Welcome to the carsales Loop

Welcome to the carsales online insights community! This website is provided by carsales.com Ltd (ABN 91 074 444 018) and its related bodies corporate ("carsales") and is referred to in these terms as "carsales Loop".

By accessing or using carsales Loop you agree to be bound by these terms and conditions of use (and the other terms and conditions and policies referred to in these terms and conditions and any other notices on carsales Loop) as may be amended from time to time- so please read them carefully.

1. carsales Network terms

By accessing or using the carsales Loop, you agree to the carsales Network Terms and Conditions of Use (<u>https://www.carsales.com.au/info/terms-conditions/</u>).

2. Membership to carsales Loop and Incentives

(a) By becoming a member of carsales Loop, you agree to receive electronic communications from carsales about carsales Loop. As a member of carsales Loop, additional products and services may be made available to you.

(b) If you choose to utilise additional products and services made available via carsales Loop, you agree to abide by any additional terms and conditions of those specific products and / or services.

(c) If you participate in any incentives, promotions or competitions run by carsales within carsales Loop, by your participation you are deemed to agree to the respective competition or incentive terms as published on carsales Loop.

(d) You agree to hold carsales and its service provider Vision Critical Communications Inc. (VCCI), together with their respective affiliates, subsidiaries, and advertising or promotions agencies and their respective directors, officers, employees, licensees and assigns harmless against all and any losses, costs, claims, demands, damages, actions causes of action or any liability for personal injury, property damage, death, illness or accident resulting from your entrance in any prize draw or the winning, acceptance of or use of the prize you receive in connection with a prize draw promotion or any claim based on publicity rights, defamation or invasion of privacy. You further agree to hold VCCI harmless for the failure of carsales to deliver a prize to you in accordance with the applicable prize draw rules and regulations. You understand that neither carsales nor VCCI will obtain insurance on your behalf, and that you are fully responsible for obtaining your own insurance, should you desire it.

3. Carsales, VCCI and Your Privacy

By using carsales Loop, you agree to the carsales <u>Privacy Policy</u> which sets out how carsales collects, uses and discloses your personal information. carsales Loop is hosted by VCCI. VCCI helps to prepare surveys (amongst other things) and collects responses from our members. carsales may provide your personal information to VCCI solely for purposes relating to carsales Loop and VCCI will only contact you (or allow one of our service providers to contact you) for these purposes.

4. Email a friend

Where carsales allows you to email a friend: you warrant that the person to whom the email is addressed has consented to the email being sent; and indemnify carsales, its officers, representatives, employees, contractors, servants and agents against all actions, claims and

demands (including the cost of defending or setting any actions, claims and demands) arising out of or in respect of sending any email or any contravention of the SPAM Act 2003.

5. What Law Governs these Terms and Conditions?

This Agreement is governed by and construed in accordance with the laws of the State of Victoria Australia and you irrevocably submit to the exclusive jurisdiction of the courts in that State.

6. carsales May Change These Terms and Conditions

(a) carsales may at any time and in its absolute discretion modify or amend these terms of use by publishing them on carsales Loop. Such modifications will be binding on you once displayed on this web site. You should regularly check the terms and conditions displayed on this web site. If you do not agree to any amended terms, you must stop using carsales Loop.

(b) carsales may (acting reasonably) cease to provide you with access to carsales Loop or any of its services without notice.

(c) All rights not expressly granted are reserved.

7. Contact carsales

If you have a question, problem or complaint or need to contact us: Location: Level 4, 449 Punt Road, Richmond VIC 3121 Postal Address: Locked Bag 9001, Richmond VIC 3121 Phone: (03) 9093 8600 Email – complaints: <u>Complaints form</u> Email - questions: <u>Contact form</u>