

“SERVICE AND WIN” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to WA residents aged 18 years or over with a privately-owned Subaru vehicle. For the avoidance of doubt, the entrant must own the vehicle and the vehicle must not be owned or leased by a Government agency, a business or any other commercial entity.
3. Employees (and their immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family 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.
4. Entries into the promotion open on 01/10/2018 and close at 11:59pm AWST on 31/12/2018 (“**Promotional Period**”).
5. To receive an automatic entry into the draw, eligible entrants must complete the following steps during the Promotional Period:
 - a) Book and undertake a scheduled service on their Subaru vehicle at a participating Subaru Service Centre in Western Australia. Details on how to book a service are at <https://subaru.com.au/service-booking>;
 - b) Opt-in at the time of the scheduled service to receive communications from the Promoter (if they have not opted-in already); and
 - c) Have their full name, telephone, number and email address attached to their service record.
6. Only one (1) entry is permitted per person.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. There will be three (3) draws conducted for this promotion corresponding to each month of the Promotional Period. Each draw closes at 11:59pm AEDST on the dates specified in the table below. All draws will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 10.00am AEDST on the dates specified in the table below. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn. Winners will be notified by telephone or email within (2) business days of the draw. Undrawn entries in each draw will NOT be entered into subsequent draws.

Draw	Entries close	Draw date
October	31/10/2018	05/11/2018
November	30/11/2018	03/12/2018
December	31/12/2018	07/01/2019

11. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
12. The Promoter's decision is final, and no correspondence will be entered into.
13. The first valid entry drawn in each draw will each win a Ryobi Garden Care Pack valued at \$986.00.00.
14. Subject to the unclaimed prize draw clause, if for any reason the winner does not redeem the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
15. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is \$2,950.00.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. A draw for any unclaimed prizes may take place on 09/04/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone or email within two (2) business days of the draw.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of a prize.
23. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.subaru.com.au/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).
24. The Promoter is Subaru Australia Pty Limited (AB 95 000 312 792) of 4 Burbank Place, Baulkham Hills NSW 2153, telephone 02 8892 9111.