CoolDrive Auto Parts Summer 2022 Air Conditioning & Engine Cooling Promotion Terms & Conditions ("Conditions of Entry")

		Schedule				
Promotion:	CoolDrive Auto Parts Summer 2022 Air Conditioning & Engine Cooling Promotion					
Promoter:	Automotive Imports Propriety Limited ABN 29 005 378 727, 22 - 28 Lexton Road, Box Hill, VIC 3128, Australia. Ph: (03) 9896 7300					
Promotional						
Period:	End date: 30/11/22 at 11:59 pm AEDT					
Eligible	Entry is only open to Australian and NZ residents who are 18 years or over and who are CoolDrive Auto Parts					
entrants:	Trade Account members only.					
How to Enter:	 To enter the Promotion, the entrant must complete the following steps during the Promotional Period: visit a participating store in Australia or New Zealand (i.e. a store displaying advertising material for this promotion) ("Participating Venues"); and spend a minimum of \$50 (excluding GST) in one transaction on Air Conditioning or Engine Cooling products from a Participating Brand (as listed below) via their CoolDrive Auto Parts Trade Account. 					
	Entry is automatic upon completion of the above.					
Participating	Denso					
Brands:	Valeo					
	• Koyoair					
	Koyorad					
	Doowon					
	• Jayair					
	• Jayrad					
	Sanden					
	Viper					
	Unicla					
	Ariazone					
	CPS					
	Delphi					
	Maradyne					
	Parker					
	Aisin					
	Tridon					
	Nissens					
	Behr-Hella					
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Entries permitted:	Multiple entries are permitted subject a) limit of one (1) entry permitted f	-				
vernniteu.	 a) limit of one (1) entry permitted f b) each entry must be submitted se 			ructions above.		
	The entrant is eligible to win a maximum of one (1) prize (excludes SA residents).					
Total Prize Pool:	Up to AUD \$85,500.00, up to NZD \$98					
	Drizo Description	Number of		Winning Mathed		
1	Prize Description	Number of	Value (per prize)	Winning Method		

Prize Description	Number of this prize	Value (per prize)	Winning Method
Prize 1: The prize is a trip to SEMA, Las Vegas, USA in 2023 for the winner and one (1) friend which consists of the following:	3	Up to AUD\$10,000.00; NZD\$11,500.00 depending on exact point of departure	Draw: computerised random selection - 12/12/22 at 10:00 am AEDT

• 2 x return economy class flights from the			
winner's nearest capital city to Las Vegas,			
USA;			
• 2 x adult tickets to SEMA 2023 at Las Vegas,			
2023; and			
• 6 nights' three-star twin share			
accommodation for two (2) people.	-		
Prize 2: The prize is a Ski trip in Cardrona, New	2	Up to	Draw: computerised
Zealand in 2023 for the winner and one (1) friend		AUD\$10,000.00;	random selection - 12/12/22
which consists of the following:		NZD\$11,500.00	at 10:00 am AEDT
• 2 x return economy class flights from the		depending on date	
winner's nearest capital city to Queenstown,		and exact point of	
New Zealand (only provided if the winner		departure	
does not reside on the South Island of New			
Zealand);			
• 5 nights' three-star twin share			
accommodation for two (2) people; and			
• skiing for two (2) people at Cardrona, NZ.			
Prize 3: The prize is a trip to Fiji for the winner	2	Up to AUD\$5,000.00;	Draw: computerised
and one (1) friend which consists of the		NZD\$5,750.00	random selection - 12/12/22
following:		depending on date and exact point of	at 10:00 am AEDT
2 x return economy class flights from the winner's percent capital situate Fills and		departure	
winner's nearest capital city to Fiji; and		ueparture	
• 5 nights' three-star twin share			
accommodation for two (2) people. Prize 4: The prize is a trip to Bali, Indonesia for	2	Up to AUD\$5,000.00;	Draw: computerised
the winner and one (1) friend which consists of	2	NZD\$5,750.00	random selection - 12/12/22
the following:		depending on date	at 10:00 am AEDT
 2 x return economy class flights from the 		and exact point of	
winner's nearest capital city to Bali; and		departure	
 5 nights' three-star twin share 		ucpurture	
accommodation for two (2) people.			
Prize 5: The prize is a trip visit the Great Barrier	1	Up to AUD\$5,000.00;	Draw: computerised
Reef in 2023 for the winner and one (1) friend	-	NZD\$5,750.00	random selection - 12/12/22
which consists of the following:		depending on date	at 10:00 am AEDT
• 2 x return economy class flights from the		and exact point of	
winner's nearest capital city to Cairns,		departure	
Queensland (only provided if the winner			
does not reside in Cairns, Queensland); and			
 4 nights' three-star twin share 			
accommodation for two (2) people.			
Prize 6: The prize is a \$2,000 JB Hi-Fi gift card.	2	AUD\$2,000.00	Draw: computerised
		NZD\$2,300.00	random selection - 12/12/22
			at 10:00 am AEDT
Prize 7: The prize is a \$2,000 Drummond Golf gift	1	AUD\$2,000.00	Draw: computerised
card. (If winner is located in New Zealand, a Golf		NZD\$2,300.00	random selection - 12/12/22
Warehouse gift card will be provided).			at 10:00 am AEDT
Prize 8: The prize is a \$2,000 BCF gift card (If	1	AUD\$2,000.00	Draw: computerised
winner is located in New Zealand, an		NZD\$2,300.00	random selection - 12/12/22
EquipOutdoors gift card will be provided).			at 10:00 am AEDT
Prize 9: The prize is a \$1,500 JB Hi-Fi gift card.	1	AUD\$1,500.00	Draw: computerised
		NZD\$1,725.00	random selection - 12/12/22
			at 10:00 am AEDT

Unclaimed	The prizes must be claimed by 13/02/23 at 10:00 am AEDT. In the event of an unclaimed prize, the prize will be
Prizes:	redrawn on 14/02/23 at 10:00 am AEDT at CoolDrive Auto Parts, 22 - 28 Lexton Road, Box Hill VIC 3128,
	Australia. The winners of the redraw will be notified by using the contact details on file with the Promoter
	within seven (7) days of the redraw. The winners will be notified publicly (and their details published) at
	https://ishop.cooldrive.com.au/current-promotions/summer-2022-air-conditioning-engine-cooling-promotion
	by 21/02/23.
	If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at https://ishop.cooldrive.com.au/current-promotions/summer-2022-air-conditioning-engine-cooling-promotion .

- 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. <u>Draw:</u>
 - a) The draw will take place at CoolDrive Auto Parts, 22 28 Lexton Road, Box Hill VIC 3128, Australia at 10:00 am AEDT on 12/12/22 using computerised random selection.
 - i) The first sixteen (16) valid entries drawn will be the winners of the prizes specified in the Schedule above.
 - b) The prizes will be drawn in descending order of number and value.
 - c) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - d) 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 each winner.
- 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, 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, subject to any written directions of a regulatory authority.
- 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. The prize will either be awarded to the owner or the manager or the Promoter's store representative of the winning store (as determined by the Promoter).
- 15. 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 is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://ishop.cooldrive.com.au/privacy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. 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. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
- 16. 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.
- 17. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
- 18. 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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, to the extent of any inconsistency. 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.
- 19. 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).
- 20. 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, subject to State or Territory regulation.
- 21. 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.

- 22. 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.
- 23. 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), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 24. The entrant 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.
- 25. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
- 26. 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.
- 27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 28. Authorised under: ACT Permit No. TP 22/01559, NSW Authority No. TP/02082 and SA Permit No. T22/1261.