# Win Fuel for a Year TERMS AND CONDITIONS

#### General

- 1. Information on how to enter the Win Fuel for a Year (**Promotion**) and prizes form part of these terms and conditions (**Terms and Conditions**).
- 2. By participating in this Promotion you will be deemed to have: (a) accepted these Terms and Conditions and the NRMA Membership terms and conditions, available at www.mynrma.com.au/general-conditions; and (b) expressly consented to our use of your personal information under the Privacy Act, Spam Act and other related communication and legislation for marketing and other NRMA business purposes.
- 3. The promoter is National Roads and Motorists' Association Limited, trading as National Roads and Motorists' Association ABN 77 000 010 506 of 9 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 (**Promoter** or **NRMA**).
- 4. The Promotion commences at 12:00 am (AEST) on Sunday, 1 July 2018, and entries close at 11:59 pm (AEST) on Friday, 31 August 2018 (**Promotional Period**).

## **How to Enter**

- To enter this Promotion, an entrant must, during the Promotional Period, purchase fuel and redeem their NRMA Member fuel saving at a participating Caltex location. Locations are available via the my nrma app (Eligible Entry).
- 2. An Eligible Entrant (defined below) may make multiple Eligible Entries during the Promotion Period and is eligible to win a maximum of one Prize (defined below).
- 3. An Eligible Entrant may opt out of the Promotion by contacting the Promoter at:
  - a) email: madison.porter@mynrma.com.au; or
  - b) **phone**: (02) 8741 6881.
- 4. This is a game of chance and skill plays no part. The Promoter's decision is final and no correspondence will be entered into with entrants.
- 5. All entries become the property of the Promoter.

### **Eligibility**

- 6. To be eligible to enter this Promotion, an entrant must, during the Promotional Period:
  - a) be a natural person (and not be a company, business, trust or organisation of any description);
  - b) be a NSW or ACT resident with a NSW or ACT residential address;
  - c) be aged 18 years or over;
  - d) be a Member of NRMA; and
  - e) not be an employee of the Promoter and its Related Bodies Corporate (as this term is defined in the Corporations Act), or an immediate family member of the same,
    - (an Eligible Entrant).
- 7. To protect the integrity of this Promotion, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Promotion) the validity of all entries (whether Eligible Entries and Eligible Entrants or not) (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits invalid, incomplete, indecipherable, or illegible entries or tampers with the entry process or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

#### **Draws and Prizes**

- 8. There will be one major prize draw and one hundred runner-up prize draws which will take place at the premises of the Promoter being 9 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 between 9:00 am and 4:30 pm on Tuesday 4 September 2018 (AEST).
- 9. Fuel for a year, valued at \$3,500. (Major Prize)
- 10. One hundred (100) \$20 StarCash gift cards valued at \$2,000 (Runner Up Prize)

- 11. Prize is calculated at 1610 litres/yr at \$2 per litre (this equals \$3,220 per year).
- 12. StarCash can be used to buy fuel as well as a whole array of convenience goods at over 2,000 locations across Australia. StarCash is valid for 3 years from date of issue. Any balance that remains after expiry will not be available for use. Caltex will not replace expired Caltex StarCash. If Caltex StarCash is lost or stolen, the Customer must immediately notify Caltex on 1300 365 096. No cash out facilities are available with Caltex StarCash and it is not redeemable for cash.
- 13. There are one hundred and one (101) Prizes to be given away in total.
- 14. From the total number of Eligible Entries received during the campaign period specified in clause 8, one randomly drawn Eligible Entrant will receive the Major Prize, and a following one hundred randomly drawn Eligible Entrants will receive a runner up Prize (each a Winner).
- 15. The total value of Prizes is \$5,500.
- 16. The Prize values are correct at the time of printing and the Promoter accepts no responsibility for any subsequent variation in the Prize value.
- 17. Each Prize is not exchangeable, transferable or redeemable for cash and cannot be combined with any other offer or discount.
- 18. If the Prizes (or part of the Prizes) are unavailable, the Promoter reserves the right to substitute the Prizes (or part of the Prizes) with a prize of equal value or specification, subject to any written directions given by the appropriate State or Territory Lottery Departments. No responsibility or liability is accepted for any variation in the value of the Prizes. The Prize value is in Australian dollars.
- 19. The Winners will be notified by phone number or email address within 2 business days of the relevant draw, as per their details at the time of purchase, and the Winners' names will be published on www.mynrma.com.au. Only the Winners will receive written notification via email. If a Winner cannot be reached within 3 months at the email address or telephone number specified in their NRMA Membership details, then that Winner will be disqualified and their Prize made eligible for redraw under clause 18.
- 20. If for any reason a Winner does not take their Prize by the time stipulated by the Promoter, or chooses not to participate in the Promotion or claim the Prize, then the Prize will be forfeited and the Prize made eligible for redraw under clause 18.
- 21. The draw(s) for any unclaimed or forfeited prizes will take place at 9:00 am (AEST) on Tuesday, 4 December 2018, subject to any directions from a regulatory authority, and subsequent second chance winners will be notified by email address and have their names published on www.mynrma.com.au/ on Thursday, 6 December 2018.
- 22. The Promoter will arrange and pay for each Prize to be delivered to each Winner within 30 days of notification in accordance with clauses 16 and 18 (as applicable). Each Prize will be delivered to the address provided by each Winner in their NRMA Membership details. Prior to organising delivery of the Prizes to the Winners, the Promoter will notify each Winner of the method and timing of delivery of the Prize. It is the responsibility of each Winner to be available or to make arrangements for receipt of the delivery.
- 23. It is the responsibility of a Winner to:
  - a) provide their correct personal information in order to receive their Prize; and
  - b) to be available to receive the delivery of their Prize as organised and notified by the Promoter.

## **Personal Information and Privacy**

- 24. The details contained in your entry are protected by security safeguards as detailed in the Promoter's Privacy Policy, which is available at www.mynrma.com.au. Personal information will only be used in accordance with the Promoter's Privacy Policy. The Promoter will also endeavour to provide you with an option to opt out of receipt of such communications. You should direct any request to access, update or correct information to the Promoter.
- 25. You can contact the Promoter's Privacy Officer if you would like details of the personal information that the Promoter may hold about you or if you would like it to be corrected. Our Privacy Officer's contact details are:

Privacy Officer 9 Murray Rose Avenue Sydney Olympic Park 26. The Promoter may, for an indefinite period, unless otherwise advised, use your personal information (such as name, age, membership number and image, mobile phone number, email address) and any other information provided to the Promoter pursuant to this Promotion without remuneration or compensation to you for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you and promoting the NRMA, its business and related companies.

#### **Limitation of Liability**

- 27. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the Winner and, where applicable, to any persons accompanying the Winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the Prize supplied again.
- 28. Subject to the approval of the relevant State and Territory Lottery Departments, the Promoter may:
  - a) modify or suspend the Promotion if all entrants participating in the competition *until that point* are notified of the changes to these Terms and Conditions, upon notification of any such changes, the affected entrants may terminate their participation in the competition without any liability to the entrant; or
  - b) terminate or cancel the Promotion.
- 29. The Promoter will not be liable for any modification, suspension, termination or cancellation of the Promotion.
- 30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### **Permit**

31. The Promoter has obtained the following permit in regard to the Promotion:

NSW Permit Number LTPS-18-25239 ACT Permit Number TP 18\_01015