

## REPCO SPEND & WIN PROMOTION CONDITIONS OF ENTRY

### General

1. Information on how to enter the Repco Spend & Win Promotion (**Promotion**) and win the Prize (defined below) form part of these conditions of entry (**Conditions of Entry**).
2. By participating in this Promotion you will be deemed to have: (a) accepted these Conditions of Entry and the NRMA Membership terms and conditions, available at [www.mynrma.com.au/general-conditions](http://www.mynrma.com.au/general-conditions); and (b) expressly consented to our use of your personal information under the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth) 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 NRMA Motoring & Services ABN 77 000 010 506 of 9 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 (**Promoter** or **NRMA**).
4. The Promotion commences at 9:00 am (AEDT) on Wednesday, 1 November 2017 and entries close at 5:00 pm (AEDT) on Sunday, 31 December 2017 (**Promotional Period**).

### Definitions

5. For the purposes of these Conditions of Entry:
  - a) "**Eligible Repco Product**" means a Repco product to which:
    - i. a 10% NRMA Member discount applies. The 10% NRMA Member discount applies to the full retail price of store stock only and cannot be used in conjunction with any other offer or discount, including catalogue lines. For the avoidance of doubt, the 10% NRMA Member discount does not apply to purchases of automotive, marine and deep cycle batteries, transmissions, engines and cylinder heads, satellite navigation devices, gift cards, combo deals, trade purchases, trade workshop equipment and purchases from the Repco Authorised Service network; and
    - ii. a 25% NRMA Member discount applies. The 25% NRMA Member discount applies to the full retail price of store stock only and cannot be used in conjunction with any other offer or discount, including catalogue lines. For the avoidance of doubt, the 25% NRMA Member discount does not apply to Repco speciality tools, trade purchases and purchases from the Repco Authorised Service network.
  - b) "**Prize**" means a Repco 242 PC Master Mechanic Tool Kit and a Repco 27" 9 Drawer Tool Chest and 6 Drawer Tool Trolley.

### How to Enter

6. To enter this Promotion, an entrant must, during the Promotional Period:
  - a) purchase an Eligible Repco Product at any NSW or ACT Repco store; and
  - b) present their NRMA Membership card at the point of sale and redeem their NRMA Member discount,  
  
(an **Eligible Entry**).
7. An Eligible Entrant (defined below) may make multiple Eligible Entries during the Promotional Period and is eligible to win a maximum of one Prize (defined above).
8. An Eligible Entrant may opt out of the Promotion by contacting the Promoter at:
  - a) **email:** [nrmatix@mynrma.com.au](mailto:nrmatix@mynrma.com.au); or
  - b) **phone:** (02) 8741 6881.

9. 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.
10. All entries become the property of the Promoter.

### **Eligibility**

11. To be eligible to enter this Promotion, an entrant must, during the Promotional Period:
  - c) be a natural person (and not be a company, business, trust or organisation of any description);
  - d) be a NSW or ACT resident with a NSW or ACT residential address;
  - e) be aged 18 years or over;
  - f) be a Member of NRMA; and
  - g) 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**).
12. 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**

13. The draw 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 (AEST) on Friday, 5 January 2018.
14. From the total number of Eligible Entries received one randomly drawn Eligible Entrant will receive the Prize (the **Winner**).
15. The total value of the Prize is \$2,423.
16. The Prize value is correct at the time of printing and the Promoter accepts no responsibility for any subsequent variation in the Prize value.
17. The Prize is not exchangeable, transferable or redeemable for cash and cannot be combined with any other offer or discount.
18. If the Prize (or part of the Prize) is unavailable, the Promoter reserves the right to substitute the Prize (or part of the Prize) 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 Prize. All Prize values are in Australian dollars.
19. The Winner will be notified by email or telephone call, as per their NRMA Membership details on Friday, 5 January 2018 and the Winner's name will be published on [www.mynrma.com.au](http://www.mynrma.com.au). Only the Winner will receive written notification via email or verbal notification via telephone call. If a Winner cannot be reached within 3 months at the email address or telephone number specified in their NRMA Membership details, then the Winner will be disqualified and the Prize made eligible for redraw under clause 21.
20. If for any reason the Winner does not take the Prize by the time stipulated by the Promoter, or chooses not to participate in the Promotion or claim the Prize, then the Prize (or element thereof) will be forfeited and made eligible for redraw under clause 21.

21. The draw for any unclaimed or forfeited prizes will take place at 9:00 am (AEDT) on Thursday, 5 April 2018, subject to any directions from a State or Territory Lottery Department, and the subsequent second chance winner will receive an email or telephone call on Thursday, 5 April 2018 and have their name published on [www.mynrma.com.au/](http://www.mynrma.com.au/).
22. The Promoter will arrange and pay for the Prize to be delivered to the Winner within 30 days of notification in accordance with clauses 19 or 21 (as applicable). The Prize will be delivered to the address provided by the Winner in their NRMA Membership details. Prior to organising delivery of the Prize to the Winner, the Promoter will notify the Winner of the method and timing of delivery of the Prize. It is the responsibility of the Winner to be available or to make arrangements for receipt of the delivery.
23. It is the responsibility of the 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](http://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 marketing 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  
NSW 2127  
or via email at [privacy.officer@mynrma.com.au](mailto:privacy.officer@mynrma.com.au)
26. The Promoter may, for an indefinite period, unless otherwise advised, use your personal information provided in your NRMA membership account (such as name, age, membership number, image, mobile phone number and 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 17/19186**