

# CONDITIONS OF ENTRY

## NRMA WISH Gift Card Competition

### General

1. By participating in the NRMA WISH Gift Card Competition June 2020 (**Promotion**), you will be deemed to have: (a) accepted these terms and conditions; and (b) expressly consented to our use of your personal information under the Privacy Act, Spam Act and other related communication and privacy legislation for marketing and other NRMA business purposes.
2. The promoter is National Roads and Motorists Association Limited, trading as The NRMA ABN 77 000 010 506 of Level 13, 151 Clarence Street, Sydney, NSW 2000 (**Promoter**).
3. The Promotion commences at 12:00 am (AEST) on 17<sup>th</sup> June 2020 and ends at 11:59pm (AEST) on 30<sup>th</sup> June 2020 (**Promotional Period**).
4. Entry is open to NSW and ACT residents only.

### How to Enter

5. To enter this Promotion, you must purchase a WISH Gift Card to the value of \$50 or more during the Promotional Period and include your name, address, email, telephone number and any other information so requested. Enter as many times as you like.
6. 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.
7. All entries, once submitted, become the property of the Promoter.

### Eligibility

8. Employees of the Promoter and its Related Bodies Corporate (as this term is defined in the Corporations Act) and such employees' immediate family members are not eligible to enter.
9. To protect the integrity of the competition, 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 (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

10. All draws will take place at the premises of the Promoter, being 9 Murray Rose Avenue, Sydney Olympic Park, NSW 2127 at 10am (AEST) on 8<sup>th</sup> July 2020. [If the draw will be held elsewhere, please amend]
11. There are six (6) prizes to be given away. The first six (6) valid entries drawn from the total number of entries received, will each win a \$500 WISH Gift Card.
12. The total prize pool value is \$3,000 ] with individual prizes valued at \$500 each.
13. The prize value is correct at time of printing and the Promoter accepts no responsibility for any subsequent variation in the prize value.
14. If any prize (or part of any 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 prizes. All prize values are in Australian dollars.
15. Prizes are not exchangeable, transferable or redeemable for cash.
16. Winners will be notified by email on 15<sup>th</sup> July 2020 and winners' names will be published on mynrma.com.au on 16<sup>th</sup> July 2020. Only winners will receive written notification. Winners who cannot be reached within 1 month at the email address, address or telephone number provided on their entry will unfortunately be disqualified and their prize made eligible for redraw under clause 18.

17. If for any reason a winner does not take their prize (or an element of a prize) by the time stipulated by the Promoter, or chooses not to participate in the Promotion or claim their prize, then that prize, (or element thereof), will be forfeited.
18. The draw for any unclaimed prizes will take place at 10am (AEST) on 17th August 2020,, subject to any directions from a regulatory authority, and subsequent winner/s will receive an email and have their names published on [mynrma.com.au](http://mynrma.com.au) on 18<sup>th</sup> August 2020.

### Personal Information and Privacy

19. 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 such communications. You should direct any request to access, update or correct information to the Promoter.
20. 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)
21. 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

22. 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 prize winner and, where applicable, to any persons accompanying the prize 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.
23. 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 Conditions of Entry, 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.

The Promoter will not be liable for any modification, suspension, termination or cancellation.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### Permits

25. The Promoter has obtained the following permits in regard to the Promotion: NSW Permit No. **LTPM/19/05056**.

26. The value of total prizes to be awarded via the blanket permit will not exceed \$100,000.00. The individual prize value will not exceed \$1,000.00.