

TERMS AND CONDITIONS

Open Road - Best Ice Cream Competition

General

1. By participating in the **Open Road Best Ice Cream Competition (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 1988* (Cth), *Spam Act 2003* (Cth), 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 NRMA Limited ACN 000 010 506 of Level 13, 151 Clarence Street, Sydney NSW 2000 (**Promotor**).
3. The Promotion commences at 12pm (Sydney time) on 26 February 2026 and entries close at 11.59pm (Sydney time) on 17 April 2026 (**Promotional Period**).
4. Entry is open to Australian residents and NRMA members only. Entrants must be over the age of 18 years old to enter the Promotion.

How to Enter

5. To validly enter the Promotion, entrants must:
 - a) During the Entry Period, entrants must upload an image or video as part of their entry, while providing a written story. To enter, respond to the following: Whether it's an exotic gelato flavour in Perth or a classic banana split in Bathurst, we want to hear your favourite ice cream story. Just share a photo of your #1 ice cream experience in Australia and tell us what made it so special — the most creative and memorable entry wins! during the Promotional Period;
6. Include your name, email and NRMA membership number (**Participant**)
7. If a Participant provides an invalid NRMA membership number, that Participant's entry will be removed from the Competition.
8. All entries, once submitted, become the property of the Promoter.
9. This is a game of skill and chance plays no part. The Promoter's decision is final and no correspondence will be entered into with losing and/or ineligible Participants
10. Multiple entries are permitted

Eligibility

11. Employees of the Promotor and its Related Bodies Corporate (as this term is defined in the *Corporations Act 2001* (Cth) and their immediately family, and any person involved in the management of the Promotor and their immediately family, are prohibited from taking part in the Promotion.
12. 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, place of residence and the purchase) 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 Promotor, being 9 Murray Rose Avenue, Sydney Olympic Park NSW 2127 12pm (Sydney time) on 23 April 2026.
14. There is one prize to be won (**Prize**) by one Participant. The total value of the Prize is \$1,000.
15. The Prize consist of a NRMA Holiday Parks and Resorts \$1,000 voucher to be used at any Parks and Resorts location.
16. Participants may only win one (1) Prize.
17. There are no bonus prizes awarded in this Promotion. All prize values are in Australian dollars.
18. The prize value is correct at the time of printing and the Promotor accepts no responsibility for any subsequent variation in the prize value.
19. If a Prize (or part of a Prize) is unavailable, the Promotor reserves the right to substitute the Prize (or part of the Prize) with a prize of equal or greater value or specification, subject to any directions given by the applicable regulator. No responsibility or liability is accepted for any variation in the value of the prizes. Prizes are not exchangeable, transferrable, or redeemable for cash.
20. The winning Participant will be notified in writing by 24 April 2026 (**Determination Date**), and their name and postcode published on www.mynrma.com.au (unless they asked for the name not to be published). Only the winning Participant will receive written notification.
21. The winner must confirm the address to which the Prize will be sent, after which the Promoter will, at its cost, send the Prize by email to the winner's nominated address. Winners who fail to confirm the address to which the Prize should be sent within 7 days of the date of the winner's confirmation will be disqualified and their prize made eligible for redraw under these Terms and Conditions.
22. The winning participant/s must claim all or some of their prize within 7 days of being notified in writing. Winners who do not claim all or part of their prize within this period will be disqualified. If there is no winner of one or more Prizes, that information will be published on www.mynrma.com.au.
23. Subject to any directions from the applicable regulator, if one (1) or more Prizes are not claimed by 8 May 2026 (**Subsequent Determination Date**), the Participant with the next best entry will be awarded a Prize. Any subsequent winning Participants will be notified by email using the details linked to their NRMA membership number and their name and postcode published on www.mynrma.com.au (unless they asked for the name not to be published).
24. If there is no Winner of one (1) or more Prizes by 11 May 2026, being three (3) days after the Subsequent Determination Date), that information will be published on www.mynrma.com.au.

Personal Information and Privacy

25. The details contained in each Participant's 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 Promotor's Privacy Policy and these Terms and Conditions.

26. Participants can contact the Promoter's Privacy Officer if they would like details of the personal information about them held by the Promoter, or to exercise any of their rights under the *Privacy Act 1988* (Cth):

Privacy Officer
9 Murray Rose Avenue
Sydney Olympic Park
NSW 2127

or via email at privacy.officer@mynrma.com.au

27. The Promoter and its related companies may, for a reasonable period, unless otherwise advised, use a Participant's personal information (such as name, membership number and image, email address) and any other information provided to the Promoter pursuant to this Promotion without remuneration or compensation to the Participant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning for marketing purposes (for example by promoting the Promoter, its business and related companies), receiving marketing information by using the functional unsubscribe facility included in each direct marketing communication from the Promoter.

Limitation of Liability

28. Subject to any applicable guarantee, warranty, right or condition which cannot by law be excluded or limited, or the exclusion of which would invalidate some or all of these Conditions of Entry, including without limitation under the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law* or under the applicable state or territory laws applying to competitions of this type (**Non-excludable Condition**), the Promoter is not responsible for and excludes all liability (including negligence) for and in relation to any loss or damage (including loss of opportunity, loss of profit, and any indirect, special or consequential loss) arising in any way suffered or incurred (including without limitation death or injury) by reason of any act or omission, including without limitation negligence, by the Promoter in connection with the Promotion. Without limitation, this applies to:
- a) any technical errors or equipment malfunction including any interruption, defect, or delay in operation or transmission or a carriage service, communications line or network (whether or not under the Promoter's control);
 - b) any unauthorised access to or third party interference with the Promoter's CAD;
 - c) any entry that is late, lost, altered, deleted or misdirected (whether before or after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; and
 - d) any tax or other regulatory liability incurred by a Participant in relation to a Participant's participation in the Promotion.
29. Subject to any Non-excludable Condition, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
30. Subject to any Non-excludable Condition, the Promotor may:
- e) 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
 - f) suspend, terminate, or cancel the Promotion, and the Promotor will not be liable to any person for any such modification, suspension, termination, or cancellation.

31. The Promotor has no liability to any person for any dispute between a Participant or its officers, employees, agents, contractors, or consultants in relation to the Promotion.
32. Failure by the Promotor to enforce any of its rights at any stage does not constitute a waiver of those rights.
33. The Promotor does not guarantee or otherwise make any representation that a Participant will receive any, or a specific, prize under the Promotion.
34. These Terms and Conditions are governed by the laws of New South Wales, Australia.