

## TERMS AND CONDITIONS

### Christmas Gift Card Giveaway - December 2021

#### General

1. By participating in the **Christmas Gift Card Giveaway - December 2021 (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 promotor 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 12:00pm (Sydney time) on 1 December 2021 and entries close at 11:59pm (Sydney time) on 24 December 2021 (**Promotional Period**).
4. Entry is open to NRMA members that are residents of NSW and ACT who have a valid and current NRMA membership. 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 transact from one of the retailers listed on the Gift Card page ([mynrma.com.au/giftcards](http://mynrma.com.au/giftcards)), using their NRMA Member discount either via the mynrma app or the mynrma.com.au website during the Promotional Period (**Participant**).
6. The following Gift Card partners are not included in this competition: Woolworths Supermarket eGift Card, Big W Store Gift Card, Dan Murphy Store Gift Card and BWS Store Gift Card
7. Multiple entries by the same Participant are permitted and all entries will have an equal chance of winning.
8. Each Participant acknowledges that at the time of entering the Promotion, their contact details associated with their NRMA membership are current.
9. All entries will have an equal chance of winning. All entries, once submitted, become the property of the Promotor.
10. This is a game of chance and skill plays no part. The Promotor's decision is final and no correspondence will be entered into with losing Participants

#### Eligibility

11. Entry is open to all NRMA members who have a valid and current membership and who reside in Australia.
12. 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.
13. 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**

14. The draw will take place at the premises of the Promotor, being 9 Murray Rose Avenue, Sydney Olympic Park NSW 2127 at 12:00pm (Sydney time) on 10 January 2022.
15. There are four (4) prizes to be won (**Prizes**). The total value of the Prizes is \$3,000.
16. The Prizes consists of:
  - i. 1x \$1,200 JB Hi Fi eGift Card
  - ii. 1x \$1,000 Freedom Furniture eGift Card
  - iii. 1x \$400 Gourmet Traveller eGift Card
  - iv. 1x \$400 Beauty & Spa eGift Card
17. The first drawn entry will win the first prize and thereafter entries will be drawn consecutively for all secondary prizes.
18. Participants may only win one (1) Prize. If the winning Participant's name gets drawn more than once, that name will be removed from the draw and a redraw for that prize will take place immediately.
19. There are no bonus prizes awarded in this Promotion. All prize values are in Australian dollars.
20. The prize value is correct at the time of printing and the Promotor accepts no responsibility for any subsequent variation in the prize value.
21. 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 value or specification, subject to any written 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.
22. The winning Participants will be notified in writing on 17 January 2022, and their name published on [www.mynrma.com.au](http://www.mynrma.com.au). Only the winning Participants will receive written notification.
23. 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 2 weeks of the date of the winner's confirmation will be disqualified and their prize made eligible for redraw under these Terms and Conditions.
24. Subject to any directions from the applicable regulator, any redraw which occurs as a result of unclaimed prizes will take place at 12:00pm (Sydney time) on 31 January 2022. Any subsequent winning Participants will be notified via email and have their names published on [www.mynrma.com.au](http://www.mynrma.com.au) on 7 February 2022.

### **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](http://www.mynrma.com.au). Personal information will only be used in accordance with the Promoter'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](mailto: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, 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 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).

### 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* (**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 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) suspend, terminate, or cancel the Promotion, and the Promoter will not be liable to any person for any such modification, suspension, termination, or cancellation.
31. The Promoter 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 Promoter 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.