

## 2019 Instant Win Digital Scratch Card Promotion

### Terms and Conditions of Entry

1. Information on how to enter and prizes form part of these Terms and Conditions of Entry. Participation in this promotion is deemed acceptance of these Terms and Conditions of Entry.
2. Entry is only open to residents of Australia aged 18 years or older. Employees of the Promoter and its agencies associated with this promotion and the immediate families of these people are ineligible. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. To be eligible to enter, entrants must test drive any new, used or demo vehicle at Ralph D'Silva Holden, Hyundai or Suzuki between 3/04/2019 and 30/06/2019. Entries open 1/04/2019 and final entries for the Major Prize Draw close at 11:59pm AEDST on 30/06/2019 ("Promotional Period"). Government and Fleet customers are ineligible to enter.
4. To enter, individuals must then:
  - 4.1 Fill out their first name, last name, email address and phone number to the online competition entry form. The form will be presented to the eligible entrant at the participating dealer after the test drive. Once the details have been successfully submitted, an on-screen area will appear that the entrant can scratch, using either their fingers or a mouse, to reveal any instant win prizes.
  - 4.2 Entrant must scratch all nine (9) silver panels on the on-screen area. If three (3) identical Unique Prize Icons are not revealed, the digital scratch card is not a winner. If three (3) identical Unique Prize Icons are scratched, the digital scratch card is a winner. Each winning digital scratch card will contain details of the prize that you may have then have a chance to claim, subject to the below:
  - 4.3 Instant Win Prizes may only be redeemed once, and they consist of:
    - Nine (9) x '1st Service Scheduled for Free'. Each prize is valued at \$350 AUD RRP
    - Forty-five (45) x 'Fuel Cards'. Each prize is valued at \$50 AUD RRP
    - Nine (9) x 'Set of Five (5) Floor Mats'. Each prize is valued at \$120 AUD RRP

4.4 An Entrant may, during the Promotional Period, *claim the \$50 AUD Fuel Card* stated on their winning digital scratch card *by handing over their winning digital scratch card to a crew member immediately after the test drive at a Participating Ralph D'Silva Holden, Hyundai or Suzuki*. Claims can also be made using the recorded details of the entrant until 11:59pm AEDST on 30/06/2019.

**4.5 Entrants who claim the \$50 Fuel Card Instant Win, but do not purchase a vehicle during the Promotional Period will NOT be included in the Major Draw.**

4.6 An Entrant may, during the Promotional Period, claim the *1st Scheduled Service Free (valued at \$350 AUD RRP) or Floor Mat Sets (valued at \$400 AUD RRP)* stated on their winning digital scratch card *by purchasing a vehicle from a participating Ralph D'Silva Holden, Hyundai or Suzuki, at the prevailing usual retail price*. All purchases must be made before 11:59pm AEDST on 30/06/2019.

**4.7 Only entrants who purchase a vehicle during the Promotional Period will be included in the Major Draw. Purchases that are subject to finance after 30/06/2019 are excluded from entry. Finance to approved purchasers only.**

5. There are 63 instant win prizes to be given away.
6. Major Prize Draw: The first (1) valid entry drawn will be awarded \$20,000 AUD in the form of an electronic bank transfer.
7. Total prize pool is up to \$26,480 AUD
8. If for any reason a winner does not take a prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
9. Incomplete or indecipherable entries will be deemed invalid. No responsibility accepted for late, lost or misdirected entries. All entries are deemed to be received at the time of receipt to the Promoter and NOT time of transmission by the entrant.
10. The Major Prize Draw will take place at Prime Accounting, Suite 5, 109 Whitehorse Road, Blackburn VIC 3130 on 03/07/2019 at 10am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Major Prize winners will be contacted in writing and via a phone call within two (2) business days of the draw.

11. The Promoter's decision is final, and no correspondence will be entered.
12. The names of the winners from the original Major Prize Draw and Instant Prize winners, will be published on [www.ralphsilvaholden.com.au](http://www.ralphsilvaholden.com.au) from 08/07/2019.
13. Where the Major Prize or any Instant Win prize(s) remain unclaimed three months after the Major Prize draw, the Promoter will conduct such further draws on 12/10/2019 at the same time and place as the original Major Prize draw as are necessary in order to distribute any of those prizes, subject however to any written directions from a regulatory authority. Winners from such unclaimed prize draw, if any, will be notified in writing within two (2) business days of the draw.
14. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
15. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Prizes are not transferable, exchangeable or redeemable for cash or other prizes. Prize values provided are the recommended retail values as provided by the suppliers and are correct at time of printing. The Promoter accepts no responsibility for any variation in a prize value.
17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. The Promoter reserves the right, at any time during, or after the closing date of the promotion, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions of Entry or who is engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure of the Promoter to enforce any of its rights at any stage does not

constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

19. The Promoter reserves the right to request winners to provide proof of identity and residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
20. The use of any automated entry software or any other mechanism or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
21. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions of Entry or if the number of entries received is less than the number of prizes available, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the applicable unclaimed prize draw.
22. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
23. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, available at <https://www.ralphdsilvaholden.com.au/PrivacyPolicy> In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct

their PI, how entrants may complain about a breach of the Australian privacy laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

25. If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.
26. Nothing in these Terms and Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions of Entry; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize and/or attendance at/participation in a prize event.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. The Promoter is Ralph D'Silva Motor Group. 573-603 High St, Preston, VIC, 3072 ABN 78 870 806 708. Phone Number (03) 9998 3742.