

# **Enter to Win a Subaru Impreza with The Daves**

## **Summary of Terms and Conditions to Enter to Win a Subaru Impreza with The Daves**

THINGS YOU NEED TO KNOW: Entries close Sunday 28 February 2021. The Promoter is Samzach Services Pty Ltd (ACN 157 932 995). Telstra Corporation (ABN 33 051 775 556) is in no way involved in or liable for this promotion/offer. See in store for terms and conditions. One competition draw entry is earned when customers add on an "Eligible Product" which means a phone, tablet, accessory or service to any month-to-month mobile or internet from Telstra Store East Maitland, Forster, Glendale, Kotara, Port Macquarie (Port Central), Lake Haven or Taree, excluding the products and services identified in clause 9. Offer eligible to new and existing customers. Competition Licence No.TP/00488.

## **Terms and Conditions to Enter to Win a Subaru Impreza with The Daves**

1. Information on how to enter and prize details form part of these terms and conditions. Entry into this Promotion is deemed acceptance of these terms and conditions.
2. The Promoter is: Samzach Services Pty Ltd (ACN 157 932 995). Telstra Corporation Limited (ABN 051 775 556) is in no way involved in or liable for this promotion/offer.
3. This promotion is valid from 9:00am AEST 1/12/2020 until 3:00pm 28/02/2021 ("Promotion Period").
4. Draw will take place at 1:00pm AEST 15/03/2021 at the Promoter's office, Suite 2, Level 3, 426 King St, Newcastle West, NSW 2302. The winner will be contacted by telephone on or before 17/03/2021. The winner's first name, last name, initial, and suburb of residence will be published on [www.thedaves.com.au](http://www.thedaves.com.au).
5. If a prize is not claimed within three (3) months it will be forfeited and another draw will take place to determine a new winner.
6. Subject to clause 8, this competition is open to all Australian residents, 18 years of age or over other than management, employees or contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of prizes), and their immediate families ("Eligible Entrant").
7. The prize is a SUBARU IMPREZA Hatchback MY20 2.0i-P AWD CVT, valued at \$30,369.00 recommended drive away price. Prize includes Registration Fee, Allianz

CTP, Premium Plates (Traditional) and Stamp Duty. Prize is to be collected from a dealership nominated by the Promoter.

8. One competition draw entry is earned when an Eligible Entrant adds on an "Eligible Product". "Eligible Product" means where an entrant adds on a phone, tablet, accessory or service to any month-to-month mobile or internet plan from Telstra Store East Maitland, Forster, Glendale, Kotara, Port Macquarie (Port Central), Lake Haven or Taree, excluding those products and services identified in clause 9 of these terms and conditions.
9. Excludes all other Telstra connections, bill pay, Pre-Paid Devices, Pre-Paid Vouchers, Platinum Services, Outright Accessories, IDD packs, Speed Boosts, Change of Ownerships are excluded from an Eligible Product.
10. There is no limit of eligible entries per Eligible Entrant.
11. The prize is not exchangeable and is not redeemable for cash. All other costs associated with the prize are the responsibility of the Eligible Entrant.
12. The Promoter accepts no responsibility for the failure of Eligible Entrants to enter or claim the prize during the Offer Period at the time of making an Eligible Purchase.
13. The Promoter shall not be liable if the entry form is lost, stolen, forged, damaged or tampered with in any way.
14. The Promoter accepts no responsibility for any variation in the value of the prize and will not be held liable for any loss, damage or injury which results directly or indirectly from this Promotion or accepting the prize.
15. If, or any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure 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 take any action that may be available, subject to relevant gaming regulations.
16. Any Eligible Entrant who, in the opinion of the Promoter, tampers or interferes with the conditions of participation in any way, or who does not properly comply with the process, will be deemed ineligible.
17. By entering the Promotion, Eligible Entrants understand and agree that the Promoter may use and disclose the information provided by the Eligible Entrant on the terms and for the purposes (including marketing) set out in the Promoter's Privacy Statement available at [www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html) or by calling 1800 039 059, as if they were a customer of the Promoter. The Eligible Entrant agrees that the Promoter can continue to contact them even after this Promotion ends. If the Eligible Entrant would like to access or correct the personal information that the Promoter holds about the Eligible Entrant, or if the Eligible Entrant

does not wish the information to be disclosed, the Eligible Entrant should advise the Promoter by phoning 1800 039 059.

18. Eligible Entrants understand and agree that the Promoter may share personal information of the Eligible Entrant to third parties as required to run the promotion. Information may be stored by third parties. The Promoter may use the personal information collected in order to conduct the promotion, which may include disclosing their details to prize suppliers and lottery departments and to publish their details as a winner. The Promoter may also use this information to market to them even after the promotion ends.
19. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with this Promotion.
20. By entering into the Promotion, the Eligible Entrant agrees and acknowledges that:
  - (a) they may be contacted by the Promoter to provide comments about the special offer and the Promoter (or an agent of the Promoter) may take photos of them;
  - (b) the Promoter and supplier of the prize may use such comments or photos (the "Materials") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - (c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - (d) they acknowledge that, by entering the Promotion, they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
  - (e) they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of the Eligible Entrant's moral rights in the Materials (as defined in Part IX of the *Copyright Act 1968* (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
  - (f) they waive all Moral Rights in the Materials that arise outside Australia; and
  - (g) they agree not to institute, maintain or support any claim or proceeding for infringement of the Eligible Entrant's Moral Rights in the Materials.
21. The parties agree that any personal information provided by an Eligible Entrant to the Promoter during the Promotion Period shall be governed by the terms and conditions of the Promoter's Privacy Policy, which is available on the Promoter's website <https://thedaves.com.au/privacy/>.

22. The Promoter accepts no responsibility for any tax liabilities that may arise from receipt of the Reward.
23. If a dispute arises between the Promoter and an Eligible Entrant, the following procedure applies:
- (a) A party may give another party a notice of the dispute and the dispute must be dealt with in accordance with the procedure set out in this clause 22.
  - (b) A party must not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute unless the dispute has been referred for resolution in accordance with this paragraph.
  - (c) A party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this paragraph.
  - (d) If a dispute is notified, the dispute must immediately be referred to the parties' respective senior management. Those representatives must endeavour to resolve the dispute as soon as possible and in any event within 14 Business Days (or other period as agreed).
  - (e) Unless otherwise agreed by the parties, any dispute that cannot be settled by negotiation between the parties or their representatives, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation. The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation which operate at the time the matter is referred to ACDC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these terms of trade. This paragraph survives termination of these terms of trade.
  - (f) Notwithstanding the existence of a dispute (including the referral of the dispute to mediation), each party must continue to perform its obligations under these terms and conditions.
  - (g) The parties must hold confidential, unless otherwise required by law or at the direction of a court of competent jurisdiction, all information relating to the subject matter of the dispute that is disclosed during or for the purposes of dispute resolution. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this procedure is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.