

2023 PENRITE BRAND AMBASSADOR PROGRAM - TERMS AND CONDITIONS

CONDITIONS OF ENTRY

Information on how to enter, mechanics of entry and the products that form part of these Conditions of Entry are all located within this set of terms and conditions. Entry into the program is acceptance of these Conditions of Entry. Entry is via Internet only. Entry only provides the applicant with a chance to become a Penrite Brand Ambassador for the 2023 calendar year.

Acceptance is solely up to the promoter, Penrite Oil Company, no further correspondence will be entered into. The applicant gives the promoter all commercial, marketing and legal ownership of the data submitted, including all uploaded images and permits. The promoter (Penrite Oil Company) is to retain ownership over all publication, duplication and amendments to the original data.

Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Contact details entered incorrectly by an entrant on their entry form will deem their entry invalid. Costs associated with accessing the Penrite website remain an entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.

PROGRAM PERIOD

The Penrite Brand Ambassador Program commences at 8:00am (AEDT) on 01/01/2023 and ends at 6:00pm (AEDT) on 1/12/2023 (Program Period).

Upon completion of the 2023 program period, successful applicants wanting to remain as part of the Penrite Brand Ambassador program must then re-apply for the following years program and accept the new terms and conditions.

ELIGIBILITY

Entry is only open to residents of Australia and NZ aged 18 years or older (Entrants). Entrants under the age of 18 must provide parental or guardian permission when providing a submission. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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, stepbrother, step-sister or 1st cousin.

HOW TO ENTER

Applications to the program will be promoted online through our digital channels including the Penrite Facebook page. The application page will be live on the Penrite Website from 1/12/22 – 1/1/23. It is only during this period submissions will be accepted.

1. Visit the Penrite website: <http://penriteoil.com.au/>
2. Click on the “**Apply to become a Penrite Brand Ambassador**” banner to access the submission page.
3. Complete the submission including the mandatory items required and uploading an image of your vehicle/yourself/team.
4. Read and agree to these terms and conditions, then submit your application for review.
5. Once a completed application has been submitted, an email and Facebook Template will be sent to the applicant for use in promotion of their application via social media. At this stage the application is still pending until determination and selection has occurred.

2023 BRAND AMBASSADOR DETERMINATION / SELECTION

A panel of judges appointed by the promoter will select the 2023 Penrite Brand Ambassadors. Selected applicants will be contacted prior to 1/2/2023. Notification will be made electronically or via the contact number provided. All reasonable steps to notify successful applicants of the results will be taken by the Promoter. The Promoter's and appointed judge's decision is final, and no correspondence will be entered into.

Applicant submissions showing extensive use of social media for self-promotion and detailed presentation skills will be looked upon favourably.

PROGRAM SUPPORT

All successful 2023 Penrite Brand Ambassadors will receive the following product credit per calendar season. (Unless otherwise advised)

- Cars \$750 RRP of Penrite Oils and Lubricants
- Marine \$750 RRP of Penrite Oils and Lubricants
- Off Road \$750 RRP of Penrite Oils and Lubricants
- Motorcycle \$500 RRP of Penrite Oils and Lubricants
- Go Kart \$500 RRP of Penrite Oils and Lubricants

All Penrite Oils and Lubricants must be picked up from the successful applicant's home state Penrite Warehouse. Each annual order will be divided into two separate orders to be split evenly across the year. Penrite is not responsible for arranging freight or delivery on any products. Ambassadors must allow 5 working days from product order to pick-up. No exceptions.

Successful applicants will also have access to heavily discounted Penrite Merchandise, exclusive offers and also be invited to B2B opportunities throughout the year.

PROGRAM REQUIREMENTS

Brand ambassadors are expected to display, good sportsmanship and clear judgement both on and off the race track. Penrite believe, that good values are more important than winning at any cost and that comradery and competitive spirit are of the utmost importance. If, Penrite finds a member of the Brand Ambassador Program displaying behaviours contrary to the values communicated, including engagement with a competing brand, immediate expulsion from the program will result.

Our **minimum expectations** from the Brand Ambassador Program include:

- Displaying the Penrite Logo on your vehicle(s) & other accompanying vehicles and displays (At all events/promotional activities)
- Testimonials / Product Review (About each product we supply you)
- Race / Event Report (Within 5 days after each event attended)
- Availability for Penrite Oil endorsed promotional activities (As required)
- Online Promotion (See below)

Failure to meet any of these minimum requirements will result in non-renewal or early expulsion from the program.

ONLINE PROMOTION

All Penrite Brand Ambassadors will be expected to have an active, Facebook page for your team. An Instagram team page and YouTube channel are also greatly encouraged.

All Penrite Brand Ambassadors will have a profile page hosted on the Penrite website located at: <http://penriteoil.com.au/community/teams> which will be used for promotional purposes.

The content on your profile page will be generated from your supplied Facebook Profile.

Content that we would encourage our Brand Ambassadors to post include; news, photos & videos of pre-event, during event and/or after event activities.

It is expected that at all times Brand Ambassadors are responsible to keep their Facebook profile up to date and include only relevant images, videos & news. Please refrain from posting any inappropriate content that includes any shocking content, promoting hatred, intolerance, discrimination or violence, doing so may lead to expulsion from the program.

Brand Ambassadors will be supplied with our Social Media Guidelines to help with Online Promotion requirements.

GENERAL

Entrants can only enter in their own name or team name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.

The Promoter reserves the right to request the entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter and any information submitted by the entrant in entering the promotion. If any documentation required by the Promoter is not received by the Promoter or an entrant or entry has not been verified or validated to the Promoter's satisfaction, then that entrant may be ineligible and deemed invalid.

The Promoter reserves the right to verify the validity of any and all entries and to disqualify any entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

As a condition of entering this program, each entrant consents to, the Promoter using the entrant's name, team name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicizing or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The entrant agrees that, in the event they are a successful applicant, the entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

If the applicant is not capable of submitting an application for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the application and/or if necessary to provide alternative arrangement.

The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the Brand Ambassador. This includes, but is not limited to: technical malfunctions, delays or failures, including those resulting from accessing any materials related to this program and

any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this program as a result of any technical malfunctions, delays or failures.

Any attempt to cause malicious damage or interference with the normal functioning of the Program Website, or the information on the Program Website, or to otherwise undermine the legitimate operation of this program may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.

An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.

The Promoter collects Personal Information about an entrant to include the entrant in the promotion and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the entrant cannot participate in the program and is deemed ineligible. An entrant also agrees that the Promoter may, publish or cause to be published the applicants name, details, images, videos and locality in any conventional or digital communications channel.

All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at <https://www.penriteoil.com.au/privacy-policy>.

By entering the promotion, entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the entrant in the future with information about the Promoter, including special offers, market research or to provide the entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees, agents and trusted third parties who may contact the entrant for their legitimate commercial purposes, including special offers, market research or to provide the entrant with marketing materials in this way.

In these Conditions of Entry: "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth). "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not. 29. The Promoter is Penrite Oil Company (ABN: 25 005 001 525) of 110 – 116 Greens Road Dandenong South VIC 3175.