

## **2018 Penrite Bathurst Mountain Warrior Competition**

### **TERMS AND CONDITIONS**

#### **CONDITIONS OF ENTRY**

1. Information on how to enter and prize form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions. Entry is open to Australian & New Zealand residents only. Entry provides the entrant with a chance to win.

#### **COMPETITION PERIOD**

2. The competition commences at 6:00pm (AEST) on 08/08/2018 and ends at 3:00pm (AEST) on 24/09/2018 (Competition Period).

#### **ELIGIBILITY**

3. Entry is open to Australian residents only, aged 18 years or older (Entrants). Penrite staff and direct families are not eligible to enter.

#### **HOW (INCLUDING ANY CONDITIONS) TO ENTER**

4. Web entry: Participants must visit the Penrite website ([www.penriteoil.com.au](http://www.penriteoil.com.au)) during the Competition Period and fully complete the online entry form in the manner required, including 'Liking' the Penrite Oil Facebook page ([facebook.com/PenriteOil](https://facebook.com/PenriteOil)), providing their full name, contact number, current and valid email address, state and other questions / requirements related to the competition including uploading a suitable photo.

5. Completing the form does not guarantee you winning a prize.

6. Multiple entries are not permitted.

7. 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.

8. Costs associated with accessing the Competition Website and Facebook page remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.

9. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter is prohibited and will render all entries submitted by that Entrant invalid.

10. Each competition applicant who enters will get their name\* printed on our special Penrite Bathurst Mountain Warrior Track Signage on Conrod Straight.

\*Due to trackside printing constraints this offer will end 3:00pm (AEST) September 24th 2018. All names will be submitted but due to area constraints, all names may not be visible.

The name submitted for printing will be the name on your entry and no substitutions will be considered.

#### WINNER DETERMINATION

10. A panel of judges appointed by the promoter will provide their determination of the main prize winner; this will take place at 4:00pm (AEST) on 26/09/2018. The winners will be notified electronically or contact via the number provided within two (2) days of the winner's determination being made. All reasonable steps to notify the winners of the results of the decision will be taken by the Promoter. The Promoter's and judge's decision are final, and no correspondence will be entered into. The winner will be contacted by the Promoter to make arrangements for each element of the prize within 2 days from announcement. All prizes are non-transferable or redeemable for cash.

11. Upon entering, the applicant gives over all commercial, marketing and legal ownership of the details including uploaded images and permits the promoter to retain ownership over all publication, duplication and amendments to the original data.

#### PRIZES

12. One main prize. Total prize value prize \$2000

- Image and name of winner on portion of (One) of Penrite's Bathurst Track Signs on Conrod Straight
- Image and name of winner on portion of Penrite Erebus car #9 cool box
- 2 x 4 Day VIP passes
- 2 x VIP seating
- 2 x Grid Walk
- 2 x Course Car Rides
- 2 x Erebus Pit Tours
- Meet & Greet Session with David Reynolds

**Please note: Airfares, transfers, accommodation, meals or any other associated costs are not included.**

#### GENERAL

13. Entrants can only enter in their own 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 claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.

14. 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 jeopardize 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.

15. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's 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, publicising 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 winner, 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.

16. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.

17. If the promotion is not capable of running as planned 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 promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable State or Territory legislation.

18. 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 promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regard to all prize warranty claims (where applicable).

19. Any attempt to cause malicious damage or interference with the normal functioning of the Competition Website, or the information on the Competition Website, or to otherwise

undermine the legitimate operation of this promotion 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.

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

21. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prize (where appropriate) 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 competition and is deemed ineligible. An Entrant also agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.

22. 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>.

23. 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.

24. 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. This Competition and these Terms and Conditions shall be governed by and construed in accordance with the laws of Australia or New Zealand, as the case may be.

25. The Promoter is Penrite Oil Company (ABN: 25 005 001 525) of 110 – 116 Greens Road Dandenong South VIC 3175.