

**PEDDERS SUSPENSION EXTREME V8 SUPERCARS SYDNEY 500 EXPERIENCE TRADE  
PROMOTION (Promotion)**

**PEDDER'S SHOCK ABSORBER SERVICE PTY LTD (Promoter)**

**COMMENCES: 00:01 AEST 01/07/10 AND CONCLUDES 23.59 AEDT 31/10/10  
(Promotion Period)**

**CONDITIONS OF ENTRY**

1. Information on How to Enter and prizes form part of these Conditions of Entry.
2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.
3. The Promotion is only open to an individual, who:
  - I. is a resident of Australia aged 18 years of age or older; and
  - II. is a trade customer of the Promoter; and
  - III. are not employees of the Promoter, or any of its related corporations or any of their agencies associated with the Promotion; and
  - IV. are not a spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of such an employee; and
  - V. have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter (**Eligible Entrant**).
4. The Entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Conditions of Entry generally.
5. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.
6. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every person who enters. No correspondence will be entered into.
7. All prices stated are in Australian dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in Melbourne, which may be Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Saving Time (AEDST) depending on the date. All times are stated using the 24 hour clock.

**KEY DATES**

8. The Promotion commences **01 July 2010 at 00:01 (Thursday)** and concludes **31 October 2010 at 23:59 (Sunday) (Promotion Period)**.
9. All **Prize Draws** will be conducted at Prime Focus Suite 104/55 Beach Street Port Melbourne Victoria 3207. Prize Draws and advertising dates are as follows:

**Table 1.0**

<b>MONTH</b>	<b>ENTRIES START</b>	<b>ENTRIES END</b>	<b>DRAW</b>	<b>WINNER PUBLISHED</b>
1	1/07/2010 12:01 AM	31/07/2010 23:59 PM	5/08/2010 12 noon	1/09/2010
2	1/08/2010 12:01 AM	31/08/2010 23:59 PM	7/09/2010 12 noon	5/10/2010
3	1/09/2010 12:01 AM	30/09/2010 23:59 PM	5/10/2010 12 noon	1/11/2010
4	1/10/2010 12:01 AM	31/10/2010 23:59 PM	5/11/2010 12 noon	18/11/2010

Entries will only be entered into the next scheduled Prize Draw only they will not be entered into any subsequent Prize Draw(s) (for example an entry received on the **10 August 2010** will be entered into the Prize Draw at 12 noon on **07 September 2010** (Month 2 Prize Draw only).

#### **NOTIFICATION OF WINNERS**

10. All winners will be notified by telephone and mail within 14 days of the respective Prize Draw and their details (initial, surname and postcode) will be published in The Australian on the 'Winner Published' dates as shown in in Condition 9 Table 1.0.

#### **UNCLAIMED PRIZE DRAW**

11. If a prize(s) remains unclaimed or is forfeited for any reason the Promoter may conduct such further draws at the same place as the original draw as are necessary on **19 November 2011 at 12:00 noon**, in order to distribute any unclaimed prize(s) by that date, subject to any written directions under relevant Lottery and Gaming Regulations. In the event of a winner(s) in the unclaimed prize draw, they will be notified by telephone and mail and their details (initial, surname and postcode) will be published in The Australian on **17 December 2010**.

#### **HOW TO ENTER**

12. To enter Eligible Entrants must spend \$100 (inc GST) or more in one transaction at any participating Pedders outlet during the Promotion Period (**Qualifying Purchase**).

Upon purchase an Eligible Entrant will be given an entry ticket (**Entry Ticket**) which will feature a unique Promotion entry code (**Promotion Entry Code**).

An Entry Ticket will be awarded for every \$100 (inc GST) spent, for example spend \$275 (inc GST) in one transaction and receive two (2) entry tickets.

To enter the Eligible Entrant is required to log on to [www.pedders.com.au/tradepromo](http://www.pedders.com.au/tradepromo) and register their details including entering the Promotion Entry Code.

The Eligible Entrant must use their registered email address to enter all subsequent entries submitted in order to earn bonus entries as per the below monthly bonus entry structure (**Monthly Bonus Entries**).

Monthly Bonus Entries - register ten (10) Qualifying Purchases within a specified month earn an additional one (1) entry. For every five (5) Qualifying Purchases registered within one (1) month after the tenth Qualifying Purchase an Eligible Entrant will earn an additional three (3) bonus entries.

Monthly Bonus Entries will be awarded based on the number of Qualifying Purchases registered within a specified month (Months specified in Condition 9 Table 1.0). Qualifying Purchases registered can not be carried forward to future months to earn bonus entries.

Entries submitted and Monthly Bonus Entries earned form part of the next scheduled monthly draw only.

**ELIGIBLE ENTRANTS MUST RETAIN ALL ORIGINAL PURCHASE RECIEPTS & PROMOTION ENTRY TICKETS FOR EACH ENTRY SUBMITTED.**

13. Pedders outlets can be viewed at [www.pedders.com.au](http://www.pedders.com.au). Participating outlets exclude regional authorized dealerships.

**ENTRY REQUIREMENTS & VERIFICATION**

14. Multiple entries accepted subject to each entry must relate to a separate Qualifying Purchase evidenced by an original Entry Ticket and an original purchase receipt.
15. All entries in the Promotion may be subject to verification by the Promoter, including:
- I. confirming Qualifying Purchases are paid for in full prior to awarding a prize; and
  - II. confirming Qualifying Purchases are not returned to the Promoter during or after the Promotion Period nor refunded by the Promoter; and
  - III. Entrants **MUST** retain their Entry Tickets and their original purchase receipt(s) (evidencing their Qualifying Purchase) for all entries submitted as proof of purchase (**Proof of Purchase**). Entrants may be required to, within 7 days of being asked to do so, send their Proof of Purchase in order to validate their entry(ies). A reply paid address will be provided to entrants. Entrants must also retain a photocopy of the Proof of Purchase submitted for verification purposes. The Promoter recommends that entrants send their Proof of Purchase via registered post, however, this is not a Condition of Entry; and
  - IV. all entrants **MUST** also deliver to the Promoter (by a means determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win, including but not limited to evidence of age, residence or identity (**additional documentation**). The Promoter may make one or more requests for such additional documentation. Once the identity of documents available is established, an Entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an Entrant **MUST** also, within 7 days of being asked to do so, allow the Promoter to inspect and copy the original of any such document.
16. The Promoter may, at its absolute discretion, disqualify any Entrant/s and declare any or all entries made by an Entrant/s invalid if the Entrant/s:
- I. Tamper with the entry process, including the use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
  - II. Shares Proof of Purchase requirements in order to gain competitive advantage over other entrants; or
  - III. Tamper with the operation of the Promotion or web site; or
  - IV. Is found to be using multiple aliases, household addresses or email addresses; or
  - V. Acts in a disruptive manner; or

- VI. Fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction; or
- VII. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- VIII. Acts in violation of these Conditions of Entry.

#### **ENTRY DETAILS**

- 17. Entrants can only enter in their own name.
- 18. Post Office boxes, Private Bags, Locked Bags or Common Boxes will not be accepted as postal addresses.
- 19. Entries are deemed to be received at the time of receipt in the Promotion database and NOT time of transmission by the entrant.
- 20. No responsibility will be taken for lost, stolen, damaged Proof of Purchase or late or misdirected entries.
- 21. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
- 22. A reply message will appear online to let entrants know if they have submitted a valid entry. If an entrant sends an entry with an incorrect Promotion Entry Code, a message will appear online to let them know that the Promotion Entry Code is/are not recognised by the database. The entrant will be asked to check the Promotion Entry Code on their Entry Ticket and to resubmit their entry. There is an automated limit on unrecognised Promotion Entry Codes. An entrant may be blocked, at the discretion of the Promoter, from submitting entries once the limit has been reached.
- 23. Errors and omissions accepted at the Promoter's discretion.

#### **DAILY BONUS ENTRIES**

- 24. One (1) time (**time**) will be randomly chosen daily throughout the Promotion Period the first valid entry received on or after each time will win an additional three (3) entries into the next scheduled prize draw. The Eligible Entrant will be notified via email within 24 hours if they are the daily winner of bonus entries.

#### **PRIZES**

- 25. The first valid entry drawn in each of the four (4) Prize Draws will win a trip for two (2) adults to Sydney, NSW to attend the V8 Supercars' Sydney 500 (**Trip**).
  - o Each Trip for (2) is valued at up to AU\$8,561 (inc GST) (depending on the Prize Winners place of residence).

Each Trip consists of:

- o return economy airfares for two (2) adults to Sydney from the Australian State or Territory capital city nearest to the Prize Winners' place of residence departing 03 December 2010 and returning 05 December 2010 (valued at up to \$2,836 depending on the Prize Winners place of residence). Prize Winners that reside in New South Wales will be responsible for making their own way to the Sydney airport, at their own expense;

- o transfers for two (2) adults whilst in Sydney including – hummer transfers to the accommodation on the 03 December 2010, coach transfers from Homebush to the Sydney airport on the 05 December 2010, Executive Rocket water transfers to Homebush Wharf on the 04 December 2010, Harley Davidson transfers to Bondi Beach on the 05 December 2010 and then to Homebush for the Supercars 500 event (valued at \$1025);
  - o two (2) nights accommodation in two (2) twin share Watsons Bay view rooms at the InterContinental Hotel (valued at \$820);
  - o breakfast at the Park Hyatt on the 04 December 2010, and at the Beach Café on the 05 December 3 (valued at \$370);
  - o a cocktail party at Jordon's Darling Harbour followed by a four (4) hour dinner cruise on board the Commissioner III on the 04 December 2010 (valued at \$910);
  - o two (2) day access pass (04 December 2010 and 05 December 2010) for two (2) adults to the Pedders Suspension Corporate Suite at the V8 Supercars' Sydney 500 including a standard catering package (valued at \$2,600).
26. Total value of each trip for two (2) is valued at up to AU\$8,561 (inc GST) (depending on the Prize Winners place of residence).
27. There are 4 Trips in total to be awarded in this Promotion. Total prize pool is valued at up to AU\$34,244 (inc GST).
- 28. Prize Winners and their nominated companions must be available to travel on 03 December 2010 (Friday) and return on 05 December 2010 (Sunday).**
29. In order to be entitled to participate in the Trip, the Prize Winners and their nominated traveling companions must comply with these Conditions.
30. Each Trip is for two (2) adults (persons aged 18 years or older).
31. All aspects of each Trip (including travel and accommodation) are for the two (2) adults traveling together at all times.
32. Once booked changes to the traveler details, travel, flights or accommodation arrangements can not be made.
33. The Trip cannot be exchanged for other travel, flights or accommodation at other destinations.
34. All components of the Trip must be taken together as a single trip to be booked by the Promoter. Any part of the Trip that is not taken for any reason is forfeited.
35. The Trip does not (except as expressly stated) include:
- I. any transport between a traveler's residence and the departure airport; or
  - II. any overnight accommodation while traveling to the departure airport or destination; or
  - III. any other travel, accommodation or meals; or
  - IV. any incidental hotel charges (such as mini-bar charges, telephone calls, in house movies, food and beverages); or
  - V. any insurance (such as travel and health cover); or
  - VI. any other ancillary costs which may be incurred by those traveling on the Trip.

36. The Promoter requires the Prize Winners and their nominated traveling companions cover themselves with full travel insurance valid for the Trip. Should the winner and their nominated traveling companions fail to take out travel insurance, the Promoter may require them to sign a waiver prior to travel.
37. The Prize Winners must hold a valid credit card and present on check in at accommodation, to cover any incidental hotel charges.
38. Participation in the Trip is subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in the Trip **(Third Party Terms)**.
39. Prize must be taken as stated. Prize is not transferable or exchangeable and cannot be taken as cash.
40. Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honored.
41. Unless expressly stated within these Conditions of Entry regarding all prizes, all other expenses become the responsibility of the winner.
42. Prize information will be delivered to the address as identified by the Prize Winners.
43. In the event for any reason a Prize Winner does not take an element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Prize Winner and cash will not be supplied in lieu of that element of the prize.
44. The Promoter is neither responsible nor liable for any change in prize value of the prizes occurring between the date of printing Promotion materials and the date the prizes are claimed.
45. If a prize (or component of a prize) is no longer capable of being redeemed, the Prize Winners will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant Regulatory Gaming Authorities.

## **PRIZE WINNERS**

46. A prize will only be awarded where the Prize Winner's Proof of Purchase and, if applicable, additional documentation fulfils all of the requirements of the Promoter's verification tests and procedures. All tests and procedures are determined by the Promoter at its absolute discretion.
47. If a winning entry selected is deemed not to comply with the terms and conditions of this Promotion, the entry will be declared invalid and a new Prize Winner will be determined by drawing a further valid entry.
48. To the full extent permitted by law, the Promoter, its associated companies and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant and/or Prize Winner in connection with the Promotion or prizes, including:
  - I. any indirect, economic or consequential loss;
  - II. any loss arising from the negligence of a Relevant Party;

III. any liability for personal injury or death.

49. Entrants, Prize winners and/or nominated traveling companions participating in a Prize must, if requested by the Promoter, agree to, sign and return:

- I. an eligibility form confirming their compliance with the Conditions and/or eligibility to accept a prize if drawn (not applicable to nominated traveling companions participating in the Trip) (Eligibility Form); and
- II. a liability release, waiver and/or indemnity, in a form determined by the Promoter and in favour of the Promoter and/or any person or other entity associated with this Promotion (Releases and Indemnities).

A reply paid address will be provided

In the case of an individuals' failure to return the signed Eligibility Form and / or Releases and Indemnities will result in the disqualification of that Entrant, Prize Winner and/ or traveling companion (whichever the case may be) from the Promotion.

50. The Prize Winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of a prize, free of charge, and they consent to the Promoter using their name and image in promotional material.

51. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by winner.

#### **GENERAL**

52. There will be a total of 50,000 Entry Tickets available for distribution in the Promotion

53. Confirmation of printing errors and other quality control matters will not be used as a reason for refusing payment of a prize.

54. Promotional materials are void if stolen, forged, mutilated or tampered with in any way.

55. If for any reason this Promotion is not capable of running as planned, including 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, integrity or proper conduct of this Promotion, the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion, subject to the approval of the authorities that have issued permits for its conduct.

56. The Promoter assumes no responsibility for:

- I. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
- II. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
- III. any theft, destruction or unauthorized access to, or alteration of such communications; or
- IV. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or

- V. any incorrect or incomplete information which may be communicated in the course of the administering this Promotion.
57. **CAUTION:** Any attempt to deliberately 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.

#### **PERSONAL INFORMATION**

58. All entries become the sole property of the Promoter.
59. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. If the personal information requested is not provided, the entrant may not participate in the promotion.
60. Entrant's consent to the storage of their personal information on the Promoter's and prize providers databases and these parties may use this information for future Promotion, marketing and publicity purposes regarding its products, including contacting the entrant in the future for the Promoter's or its related entity's marketing purposes 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 media unless an Entrant has marked the "opt-out" box on the online entry form.
61. The Promoter may further disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
62. Entrants can request to access, update or correct their personal information the Promoter holds about them or may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter at the address below. Should a participant's contact details change during the Promotion Period, it is the participant's responsibility to notify the Promoter.
63. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988.
64. The Promoter is Pedder's Shock Absorber Service PTY LTD ABN: 90 004 848 435 of 6 Bridge Road Keysborough VIC 3173.

Authorised under NSW LTPS/10/05205, VIC 10/1861, SA T10/1284& ACT TP 10/02392.1.