

PEDDERS SUSPENSION - "WIN THE XXXX GOLD PEDDERS COURSE CAR" PROMOTION
Pedder's Shock Absorber Service Pty Ltd ("Promoter")
COMMENCES: 00:01 AEST 31/07/09 CONCLUDES 11.59 AEDST 31/10/09
("Promotion Period")

CONDITIONS OF ENTRY

1. Information on How to Enter and prizes form part of these Conditions of Entry.
2. All Entrants into this Promotion are deemed to have accepted these Conditions of Entry.
3. The Promotion is only open to individuals who:
 - I. is a resident of Australia aged 18 years of age or older; and
 - II. is a customer of the Promoter; and
 - III. are not employees of the Promoter, or immediate family of such employees, 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")

"Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

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 (whether communicated to an Entrant or not) 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 may be required by the Promoter if this occurs.
6. The Promoter's decision in relation to any aspect of these Conditions of Entry and 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 **31 July 2009** at 00:01 and final entries close **31 October 2009** at 23:59 ("Promotion Period").
9. All **Prize Draws** will be conducted at Prime Focus Suite 104/55 Beach Street Port Melbourne Victoria 3207.

PRIZE DRAW

10. The Prize Draw will occur on **4 November 2009 at 12:00 noon**.
11. The prize winner will be notified by telephone and mail and will have their details (initial, surname and postcode) published in The Australian on **11 November 2009**.
12. **UNCLAIMED PRIZE DRAW:** If the prize remains unclaimed or is forfeited for any reason the Promoter may conduct a further draw or draws as the Promoter deems necessary to distribute the unclaimed prize, subject to any written directions under relevant Lottery and Gaming Regulations ("The Unclaimed Prize Draw"). The Unclaimed Prize Draw (if any) shall take place on **18 November 2009** at 12.00 noon at 104/55 Beach Street Port Melbourne Victoria 3207. The Unclaimed Prize Draw winner (if any) will be notified by telephone and mail and will have their details (initial, surname and postcode) published in The Australian on **15 December 2009**.

HOW TO ENTER

13. To enter Entrants must log on to www.pedders.com.au and follow the links to the Promotion website. The Entrant is required to fully complete the online registration form including all requested details (Qualifying Entry).

Any costs associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used. Eligible Entrants must make their entries manually using an internet browser.

The Entrant must use their registered email address to enter all subsequent Qualifying Entries submitted.

Entrants may refer their friends to receive Bonus Entries:

Bonus Entries – for each Qualifying Entry:

- Refer ten (10) unique Eligible Entrants to earn an additional five (5) bonus entries,
- Refer five (5) unique Eligible Entrants to earn an additional two (2) bonus entries.
- Refer three (3) unique Eligible Entrants to earn an additional one (1) bonus entry.

EACH ENTRY MUST RELATE TO A SEPARATE QUALIFYING ENTRY.

ENTRY REQUIREMENTS & VERIFICATION

14. Multiple entries accepted subject to a total limit of fifty (50) entries per Eligible Entrant for the promotional period and a limit of one hundred (100) bonus entries per Eligible Entrant for the promotional period.
15. All entries in the Promotion may be subject to verification by the Promoter. All Entrants **MUST** also deliver to the Promoter (by such means as is determined in the absolute discretion of 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 additional documentation. Once the identity of such additional documents is established, the Entrant must deliver the additional documents 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. Tampers with the entry process,
 - II. Tampers with the operation of the Promotion or web site; or
 - III. Is found to be using multiple aliases, mobile phone numbers, business addresses or email addresses; or
 - IV. Acts in a disruptive manner; or
 - V. Fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction; or
 - VI. 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
 - VII. 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, indecipherable or illegible 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. Errors and omissions accepted at the Promoter's discretion.
23. A reply message will appear online for WEB Entry submissions to let Entrant's know if they have submitted a valid entry. If an Entrant sends an entry with an incorrect code(s), a message will appear online to let them know that the code(s) is/are not recognised by the database. The Entrant will be asked to check the code(s) and to resubmit their entry. There is an automated limit on unrecognised codes. An Entrant may be blocked, at the discretion of the Promoter, from submitting entries once the limit has been reached.

PRIZE

24. The first valid entry drawn in the Prize draw will win a 2008 Audi A4 ("**Vehicle**") valued at \$45,000 RRP (inc. GST) presented to the winner at the Sydney Telstra 500.

The Vehicle is a 1.8i Turbo Sedan with automatic transmission. Further details of the car are available at www.audi.com.au

The Vehicle includes on road costs, the maximum value of which will vary depending on the State or Territory in which the Vehicle is registered, statutory government charges and one year's registration (in the State or Territory in which the winner resides) and compulsory 3rd party insurance for private use.

Additional insurance, additional options, petrol and all other ancillary costs are the responsibility of the winner.

The Vehicle comes in Sphere Blue colour only.

All Vehicle branding will be removed prior to the Major Prize Winner taking possession of the Vehicle.

To the fullest extent permitted by law, the Promoter takes no responsibility for any mechanical, body or paint repairs from the date and time of collection of prize.

In the event that the winner, through any legal incapacity or otherwise, is incapable of obtaining motor vehicle registration of the Vehicle or an Australian drivers licence in his or her name in accordance with the applicable legislation in the State or Territory in which the Vehicle is collected, the Promoter may allow the winner to assign the Vehicle prize to another person with legal capacity for the purpose of registration. Vehicle prize must be registered prior to collection.

It is a condition of entry that the winner provides the Promoter with certified copies of all required documentation before the car is handed over to the winner. Winner will be informed of documentation required at time of notification of winning.

It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter at its discretion.

The winner accepts that the Vehicle will be 'used' in that it will be participating at all XXXX GOLD Bigpond V8 Supercars events, including the Sydney Telstra 500, and that the Vehicle may incur minor incidental damage such as general wear and tear, body work scratches and / or in an unclean state. The Vehicle will have kilometres on the speedometer at time of presentation to the winner.

Should any damage occur to the Vehicle such as that that would affect the road worthiness of the Vehicle, then it is the Promoter's responsibility that the damage is repaired and the Vehicle is presented to the winner in a road worthy condition.

All damage (if any) repairs are at the Promoter's discretion.

A road worthy certificate will be awarded to the winner

The winner of the Vehicle must collect it from the Sydney Telstra 500 from the 4th – 6th December 2009. If the winner is unable to attend the Sydney Telstra 500, the winner must collect the Vehicle from an Audi Dealership as specified by the Promoter

The winner will be responsible for any expenses incurred in travel to and from the Audi dealership to collect the prize. The Audi dealership will be in the winner's nearest capital city.

Audi and its dealers will not provide a substitute model on request or exchange the Vehicle for cash. Any number plate details used in the Promotional material of the Promotion are representational only.

25. The Prize also includes:

- I. two (2) tickets to the Norton 360 Chicane Club at the Sydney Telstra 500 (“**V8 Event**”) taking place at Homebush, Sydney on 4th – 6th December 2009, including catering on all 3 days valued at \$2,000 RRP (inc GST);
- II. One (1) Grid Walk for two (2) people at the V8 Event, valued at \$1,100 (inc. GST)
- III. One (1) Course car ride for two (2) people at the V8 Event, valued at \$1,900 (inc. GST)

26. The V8 Event Prize does not (except as expressly stated) include:

- I. any transport between a traveler’s residence and the V8 Event;
- II. any overnight accommodation while traveling to the V8 Event;
- III. any other ancillary costs which may be incurred by those traveling to the V8 Event

27. Total prize pool valued at \$50,000 RRP (inc. GST)

PRIZE CONDITIONS

28. All Prizes must be taken as stated. Prizes are not transferable or exchangeable and cannot be taken as cash.

29. Prizes 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.

30. Unless expressly stated within these Conditions of Entry regarding all prizes, all other expenses become the responsibility of the winner.

31. In the event that for any reason a prize winner does not take the whole or part of a prize at the time stipulated by the Promoter then that whole or part of the prize will be forfeited by the prize winner. Neither cash nor other form of compensation will be supplied in lieu of the forfeited whole or part of the prize.

32. 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.

33. Where relevant, the prize winners should look to the manufacturer of products and services awarded as prizes for all warranties. However, these Conditions of Entry do not exclude or limit the application of any statutory provision (including a provision of the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of these terms and conditions to be void.

34. If for any reason a prize is no longer capable of being redeemed, the prize winner/s will receive a prize, as determined in the absolute discretion of 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.

35. The Promoter and the agencies and companies associated with this Promotion take no responsibility for any prizes being damaged in transit, or for any delay in delivery of any prizes or for the prizes becoming lost or stolen after it or they have been delivered to, collected by and/or released to the prize winner(s).

PRIZE WINNERS

36. A prize will only be awarded where the prize winner's 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.
37. 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.
38. To the full extent permitted by law, the Promoter, its associated companies and agencies its employees servants and agents exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or Prize winner in connection with the Promotion or prizes, including but not limited to:
 - I. any indirect, economic or consequential loss;
 - II. any loss arising from the negligent act or omission of any party;
 - III. any liability for personal injury or death
39. Entrants and/or prize winners must, if requested by the Promoter, agree to, sign and return to the Promoter within such time frame as is stipulated by the Promoter::
 - I. an eligibility form confirming their compliance with the Conditions and eligibility to accept a prize if drawn; 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.

A reply paid address will be provided by the Promoter for this purpose.

In the case of an Entrants' failure to return the signed eligibility form, releases and indemnities will result in the disqualification of that Entrant from the Promotion.

In the case of a prize winners' failure to return the signed eligibility form, releases and indemnities will result in the entitlement to a prize being forfeited and a selection of a new winner.

40. The prize winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) relating to the winning of a prize, free of charge, and they consent to the Promoter using their name and image in promotional material
41. The prize winner/s shall be solely liable for any tax and/or other financial liabilities and/or implications that may arise from the prize winnings and shall keep the Promoter harmless in respect thereto. Independent financial advice should be sought by prize winners in so far as they consider it necessary.

GENERAL

42. Confirmation of printing errors and other quality control matters will not be used as a reason for refusing payment of a prize.
43. If for any reason this Promotion is not capable of running as planned, including because of 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.

44. The Promoter assumes no responsibility for and shall not be liable 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 computer systems, software or internet service providers, or
 - II. any technical difficulties with the entry mechanism. The Promoter 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 administration of this Promotion.
45. **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 refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

PERSONAL INFORMATION

46. All entries become the sole property of the Promoter.
47. All information Entrants provide ("Personal Information") 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.
48. All Entrants consent to the storage of their Personal Information on the Promoter's database and the Promoter may use the Personal 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 including media not yet in existence unless an Entrant has marked the "opt-out" box on the online entry form.
49. The Promoter may disclose Entrants' personal information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
50. Entrants can request access to update or correct their Personal Information held by the Promoter and may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter at the address below. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter.
51. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988.
52. 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 Permit No. LTPS/09/06289; VIC Permit No. 09/2234; ACT Permit No. TP 09/02684; SA Permit No. T09/1651