

**PEDDERS AND CAPRICORN MAJOR TRADE PROMOTION #4 APRIL 2024 ("Promotion")**

**PEDDER'S SHOCK ABSORBER SERVICE PTY LTD 90 004 848 435 ("Promoter")**

**COMMENCES: 00:01 AEDT 1/4/24 AND CONCLUDES 23:59 AEST 30/4/24 ("Promotion Period")**

**CONDITIONS OF ENTRY**

1. Information on how to enter this Promotion 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. This Promotion is only open to an individual who:
  - I. is a resident of Australia aged 18 years of age or older;
  - II. is a member of the **"Capricorn Rewards Program"**, which is the member rewards program managed by the Capricorn Society Ltd ABN 29 008 347 313 (**"Capricorn"**);
  - III. is not an employee of the Promoter, or any of its related corporations or any of their agencies associated with the Promotion;
  - IV. is not a spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of such an employee; and
  - V. has not been discovered to have breached conditions of entry of previous promotions run by the Promoter;

with such individual to be referred to herein as an **"Eligible Entrant"**.

4. All entrants are responsible for ensuring their own familiarity with these 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 these 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 this Promotion is final and binding on every entrant. 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, Australian Eastern Daylight Time ("**AEDT**") until 02:00:00 on 7/4/24 at which point Australian Eastern Standard Time ("**AEST**") will come into effect.

**HOW TO ENTER**

8. To enter, Eligible Entrants must complete the following steps:
  - I. make an **"Eligible Purchase"** of a Pedders branded part or service item during the Promotion Period at all Pedders Stores and Authorised Dealers who are registered with Capricorn trading accounts (**"Capricorn Approved Pedders**

Store”) throughout Australia, as listed here <https://www.pedders.com.au/store-finder/>; and

- II. accept these Conditions of Entry and acknowledge they have read and understand them to the best of their ability.

#### **ENTRY REQUIREMENTS AND VERIFICATION**

9. Multiple entries to this Promotion will be accepted, subject to each entry complying with these Conditions of Entry.
10. 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. is found to be using multiple aliases, household addresses or email addresses;
  - II. acts in a disruptive manner;
  - III. fails to establish their entitlement to enter this Promotion to the Promoter's satisfaction;
  - IV. 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
  - V. acts in violation of these Conditions of Entry.

#### **ENTRY DETAILS**

11. Eligible Entrants can only enter in their own name and relevant details at the point of purchase and/or registration.
12. Post Office boxes, Private Bags, Locked Bags or Common Boxes will not be accepted as postal addresses.
13. Errors and omissions may be accepted at the Promoter's sole discretion.

#### **APRIL PRIZE DRAW**

14. The “April Prize Draw” will be conducted at RBE, 33 Oxford Street, Nundah Queensland 4012 (“RBE”) at 10:00 AEST 5/5/24.
15. There will be 5 Winners drawn in the April Prize Draw, with 1 winner to be drawn for each of the regions as allocated below, with Eligible Entrants to be divided to the state/territory that they made their Eligible Purchase during the Promotion Period:
  - I. South Australia and Northern Territory;
  - II. Western Australia;
  - III. Victoria and Tasmania;
  - IV. Queensland; and
  - V. New South Wales and Australian Capital Territory.
16. The April Prize Draw will be selected at random through a verified digital channel from the Eligible Purchases made by Eligible Entrants from 00:01:00 AEDT 1/4/24 – 23:59:59 AEST 30/4/24.

#### **NOTIFICATION OF WINNERS**

17. All 5 **“Prize Winners”** will be notified by telephone and email within 3 business days of the relevant prize draw, once the prize has been accepted their details (initial, surname and postcode) will be published on [www.pedders.com.au/tradepromo](http://www.pedders.com.au/tradepromo) within 7 business days (**“Promotion Prize Website”**).

## **PRIZES**

18. The **“Prize”** for this Promotion is 500,000 Capricorn Rewards Points valued at \$5,000 including GST redeemable through the Winner’s Capricorn Rewards account.
19. In order to be entitled to receive the Prize, each Prize Winner must comply with these Conditions of Entry.
20. 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 honoured.
21. In the event for any reason a Prize Winner does not take an element of a Prize at the time stipulated by 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
22. 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.
23. The Total Prize Pool for this Promotions if all Prizes are claimed is valued at \$25,000 including GST.

## **UNCLAIMED PRIZE DRAWS**

24. If a Prize remains unclaimed or is forfeited for any reason, the Promoter will conduct a further draw/s at the same location as the original draw as necessary at 10.00 AEST on 21/5/24, in order to distribute the unclaimed prize/s by that date, subject to any written directions under relevant Lottery and Gaming Regulations. In the event of a winner in the unclaimed prize draw, they will be notified by telephone and email on or by 10.00 AEST on 29/5/24.
25. Any winners of the unclaimed prize draw, once the prize has been accepted their details (initial, surname and postcode) will be published within 7 business days on the Promotion Prize Website.

## **PRIZE WINNERS**

26. If a winning entry selected is deemed not to comply with these Conditions of Entry, the entry will be declared invalid and a new Prize Winner will be determined by drawing a further valid entry.
27. 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 this

Promotion or prizes, including:

- III. any indirect, economic or consequential loss;
- IV. any loss arising from the negligence of a Relevant Party; and/or
- V. any liability for personal injury or death.

28. Prize Winners must if requested by the Promoter, agree to, sign and return:

- VI. an eligibility form confirming their compliance with these Conditions of Entry and/or eligibility to accept a prize if drawn ("**Eligibility Form**"); and
- VII. a liability release, waiver and/or indemnity, in a form determined by Promoter and in favour of the Promoter and/or any person or other entity associated with this Promotion ("**Releases and Indemnities**").

29. If an entrant fails to return the signed Eligibility Form and/or Releases and Indemnities, this will result in the disqualification of that entrant from this Promotion.

30. The Prize Winners must, at 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.

#### **GENERAL**

31. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought by Prize Winner.

32. If the Prize, or an element of the Prize, become/s unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of will provide to the Winner's a prize of commensurate value, at the discretion of the Promoter.

33. If for any reason this Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized 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.

34. The Promoter assumes no responsibility for:

- VIII. 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;
- IX. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times;
- X. any theft, destruction or unauthorized access to, or alteration of such communications;
- XI. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of this Promotion; or
- XII. any incorrect or incomplete information which may be communicated in the course of administering this Promotion.

#### **CAUTION**

35. 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**

36. All entries to this Promotion become the sole property of the Promoter.
37. The information Eligible Entrants provide will be used by the Promoter for the purpose of conducting this Promotion.
38. Eligible Entrants 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 promotional, marketing and publicity purposes regarding its/their 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.
39. The Promoter may further disclose Eligible Entrants' personal information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
40. Eligible 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 an Eligible Entrant's contact details change during the Promotion Period, it is their responsibility to notify the Promoter.
41. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988.
42. The Promoter is Pedder's Shock Absorber Service Pty Ltd ABN 90 004 848 435 of 25-29 Letcon Drive, Dandenong South 3175.
43. Authorised under New South Wales Permit TP/00755, South Australia Permit T24/447 and Australian Capital Territory TP 24/00533.