

## **RDA Brakes Promotion 2021 FULL TERMS & CONDITIONS**

1. The ("Promotor") is RDA Brakes (A division of GPC Asia Pacific Pty Ltd (ABN 97 097 993 283) of 34-36 Fiveways Boulevard Keysborough 3173, VIC and the ("Administrator") is New Brakes, 51 Bond Street, Ringwood VIC 3134 (ABN 62 292 125 847).
2. The (Promotion) commences at 8:00am AEST on 01/06/2021 and closes 5:00pm AEST on 30/06/2021 ("Promotional Period").
3. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed as acceptance of these Terms and Conditions.
4. This Competition is only open to New Brakes Customers aged 18 years or older.
5. Employees (and their immediate families) of the Promoter, participating retail stores and agencies associated with this promotion are ineligible to enter. 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.
6. The Promoter's or administrator's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.

### **HOW TO ENTER**

7. During the promotional period purchase 1x set of RDA Rotors (or drums) and 1x set of RDA Brake Pads on one invoice ("**Qualifying Purchase**") and receive 1 entry into the draw.
8. Each subsequent qualifying purchase will accrue an additional entry.
9. Collect an entry ticket at time of each qualifying purchase. It is the responsibility of the customer to ensure ticket is obtained at this time.

### **DRAW AND WINNER NOTIFICATION**

10. There will be one (1) major prize draw for the promotion scheduled to take place on July 1<sup>st</sup> 2021 at 12 noon AEST at New Brakes, 51 Bond Street, Ringwood VIC 3134.
11. All winners will be notified by a phone call and in writing within 2 days of the prize draw.
12. Any prize that remains unclaimed for a period of 3 months will be forfeited by that winner and will be redrawn at 12 noon AEST 1<sup>st</sup> October 2021 at the same location as the original draw. Winners of an unclaimed prize draw will be notified by telephone within two business days of the date of the redraw.

### **PRIZE**

13. Major one (1) Disc Diameter Tool & Rotor Thickness Reader Kit (PIMTOOL) valued at \$293.00 incl GST.
14. Prizes will be awarded to the holder of the matching winning ticket number. Prizes or parts of the prize are not transferable or exchangeable and cannot be taken as cash. If for any reason any elements of the specified prizes are unavailable, subject to legislative approval the Promoter reserves the right to replace it with a prize of the same or higher value and of similar specification.
15. If for any reason any elements of the specified prizes are unavailable, subject to legislative approval the Promoter reserves the right to replace it with a prize of the same or higher value and of similar

specification.

16. The Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, in relation to this Competition or the merchantability, quality or fitness for a particular purpose regarding any prize or any component of any prize.
17. Total prize pool for this promotion in AUSTRALIA is AUD \$293.00 Incl. GST.

## **MISCELLANEOUS PROVISIONS**

18. The Promoter, the administrator, its associated agencies, companies and the agencies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
19. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of the Promotion results in, for Australian GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
20. Prizes are not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation. In the event for any reason a 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 winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The value of prizes is accurate as at the commencement of this Promotion. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If for any reason a prize is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value, subject to the approval of the gaming authorities in each state or territory, where relevant.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter and Administrator including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Businesses and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a winning business or Eligible Business (or its authorised representative); or (e) use of a prize.

