

“CALTEX DEPOT” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Caltex Australia Limited (ABN 40 004 201 307) of 2 Market Street, Sydney NSW 2000. Telephone: 02 9250 5000
3. Entry is only open to NSW, QLD and WA residents aged 18 years or over that are either (a) a Caltex Petroleum Services Pty Ltd account customer; or (b) a credit card, cash or cheque sales customer.
4. Employees (and their immediate families) of the Promoter 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, step-brother, step-sister or 1st cousin.
5. Promotion commences on 16/10/2017 and ends at 11:59pm AEDT on 30/11/2017 (“Promotional Period”).
6. To be eligible to enter, eligible individuals must spend \$50 or more in a single transaction (“Qualifying Transaction”) at any of the selected Caltex Depots in NSW, QLD or WA (each a “Selected Caltex Depot”) during the Promotional Period. A full list of the Selected Caltex Depots is located in Schedule A below.
7. To enter, eligible individuals must then visit <http://info.caltex.com.au/depotpromo>, follow the prompts to the promotion entry page, input the requested details into the online entry form (including their full name, account number, invoice number, date of invoice, Selected Caltex Depot where the Qualifying Transaction was made (from the drop down menu), telephone number and email address) and submit the fully completed online entry form.
8. Multiple entries are permitted subject to the following: only one (1) entry is permitted per Qualifying Transaction regardless of the amount spent in the Qualifying Transaction in excess of \$50 (for example, if an eligible individual spends \$200 in a single transaction, they will only be eligible for one (1) entry); and (b) each entry must be submitted separately and in accordance with entry requirements.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age, place of employment and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Entrants must retain either their original OR a copy of their Caltex purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify that the purchase was made during the Promotional Period but prior to entry.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway on 15/12/2017 at 11am AEDT. The Promoter may draw additional reserve entries and record

them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw.

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first five (5) valid entries drawn will each win a prize pack valued at \$445.75. Each prize pack includes:
 - \$200 StarCash voucher;
 - 1 x signed Craig Lowndes hat;
 - 1 x limited edition team Vortex jacket (exact size to be determined by the Promoter);
 - 1 x limited edition team Vortex polo shirt (exact size to be determined by the Promoter); and
 - 4 x limited edition team Vortex stubby holders.
15. Any ancillary costs associated with redeeming the StarCash voucher are not included. Any unused balance of the StarCash voucher will not be awarded as cash. Redemption of the StarCash voucher is subject to any terms and conditions of the issuer including those specified on the StarCash voucher.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$2,228.75.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. A draw for any unclaimed prizes may take place on 15/03/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. 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, 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.

24. 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 variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
25. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.caltex.com.au/privacy-and-reporting-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose entrant's PI outside of Australia, see the Privacy Policy for more details.

NSW Permit No. LTPS/17/17967

SCHEDULE A

GOONDIWINDI Old Cunningham Highway, Goondiwindi Qld 4390	DALBY 58 Loudoun Street Dalby Qld 4405	ORANGE 184 Byng Street, Orange NSW 2800
ROCKLEA 61 Ashover Road, Rocklea Qld 4108	KINGAROY 91-93 Kingaroy Street Kingaroy, Qld 4610	TAMWORTH 16 New England Highway, Nemingha NSW 2340
ROMA 155 Raglan Street, Roma Qld 4455	EMERALD 3 Short Street Emerald Qld 4720	WOOLGOOLGA 16 Bosworth Road Woolgoolga, NSW 2456
TOOWOOMBA 383 Taylor Street, Toowoomba Qld 4350	BOURKE 82-86 Anson Street, Bourke NSW 2840	PICTON 1 Wimbridge Rd Picton WA 6229
BUNDABERG 2a Collins Street, Bundaberg Qld 4670	CASINO 32 Dyrabba Street, Casino NSW 2470	ALBANY 634 Menang Drive, Albany, WA 6331
GLADSTONE 12 Chapple Street, Gladstone Qld 4680	COONAMBLE Quambone Road, Coonamble NSW 2829	ESPERANCE Gladstone Street Esperance WA 6450
ROCKHAMPTON 43 Dooley Street, Red Hill Qld 4701	DUBBO 2 Bourke Street, Dubbo NSW 2830	KALGOORLIE West Kalgoorlie Rd Kalgoorlie WA 6340