

**“THE ULTIMATE SUPERCAR EXPERIENCE” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prize 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 Petroleum Pty Ltd (ABN 17 000 032 128) of 2 Market Street, Sydney NSW 2000, telephone (02) 9250 5000 (“**Promoter**”).
3. Promotion commences at 9am AEST on 25/05/2017 and ends at 4pm AEST on 28/05/2017 (“**Promotional Period**”).
4. Entry is only open to Australian residents aged 16 years or over who attend the Brisbane Truck Show, which is held from 25/05/2017 to 28/05/2017 at the Brisbane Convention and Exhibition Centre (the “**Show**”).
5. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. 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 1<sup>st</sup> cousin.
6. To enter, individuals must complete the following steps during the Promotional Period:
  - Locate the Promoter’s stand (stand 126) at the Show (“**Stand**”);
  - Create a StarCard account (if not already an existing StarCard member); and then
  - Fully complete the online entry form (including their full name, email address and telephone number) via a tablet computer located at the Stand (provided by a staff member) and submit the fully completed online entry form.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age 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.
8. Incomplete, indecipherable or illegible entries will be deemed invalid.
9. Only one (1) entry permitted per person however individuals who sign up to StarCard at the time of visiting the Stand will receive an additional four (4) bonus entries into the draw.
10. 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.
11. The draw will take place at Mercer Bell, Level 4, 70 George Street, The Rocks, Sydney NSW 2000 on 05/06/2017 at 2pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing and via telephone.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win a trip for four (4) people to the winner’s choice of one (1) of the following Supercar races valued at up to \$15,480 depending on point of departure. Prize includes:

#### **Option 1 – Townsville, Reid Park, QLD 07/07/2017 to 09/07/2017**

- Four (4) x return economy airfares from winner's nearest capital city to Townsville, QLD (only provided if winner resides outside of a 100km radius of Townsville. If the winner falls within this radius, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash);
- Return airport transfers from Townsville airport to accommodation;
- Two (2) nights twin share four (4) star accommodation;
- Four (4) x tickets to the Supercar Townsville 400 race meet;
- VIP access for four (4) to the Team Vortex Suite;
- A meet-and-greet with a driver (exact driver to be determined by the Promoter);
- Pit lane or grid walk access (to be determined by the Promoter); and
- Personalised TeamVortex jacket for the winner only.

#### **Option 2 – Sandown Raceway, VIC 15/09/2017 to 17/09/2017**

- Four (4) x return economy airfares from winner's nearest capital city to Melbourne (only provided if winner resides outside of a 100km radius of Melbourne. If the winner falls within this radius, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash);
- Return airport transfers from Melbourne airport to accommodation;
- Two (2) nights twin share four (4) star accommodation;
- Four (4) x tickets to the Supercar Sandown 500 race meet;
- VIP access for four (4) to the Team Vortex Suite;
- A meet-and-greet with a driver (exact driver to be determined by the Promoter);
- Pit lane or grid walk access (to be determined by the Promoter); and
- Personalised TeamVortex jacket for the winner only.

#### **Option 3 – Surfers Paradise, Gold Coast, QLD 20/10/2017 to 22/10/2017**

- Four (4) x return economy airfares from winner's nearest capital city to the Gold Coast, QLD (only provided if winner resides outside of a 100km radius of the Gold Coast. If the winner falls within this radius, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash);
- Return airport transfers from Gold Coast airport to accommodation;
- Two (2) nights twin share four (4) star accommodation;
- Four (4) x tickets to the Supercar Gold Coast 600 race meet;
- VIP access for four (4) to the Team Vortex Suite;
- A meet-and-greet with a driver (exact driver to be determined by the Promoter);
- Pit lane or grid walk access (to be determined by the Promoter); and
- Personalised TeamVortex jacket for the winner only.

#### **Option 4 – Newcastle NSW 24/11/2017 to 26/11/2017**

- Four (4) x return economy airfares from winner's nearest capital city to Newcastle, NSW (only provided if winner resides outside of a 100km radius of Newcastle. If the winner falls within this radius, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash);
- Return airport transfers from Newcastle airport to accommodation;
- Two (2) nights twin share four (4) star accommodation;
- Four (4) x tickets to the Supercar Newcastle 500 race meet;
- VIP access for four (4) to the Team Vortex Suite;
- A meet-and-greet with a driver (exact driver to be determined by the Promoter);
- Pit lane or grid walk access (to be determined by the Promoter); and
- Personalised TeamVortex jacket for the winner only.

Spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the Supercar event as chosen by the winner, subject to booking and flight availability.

14. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and his/her companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
15. Subject to the unclaimed prize draw clause, if for any reason the winner does not take / redeem the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If the prize (or part of the 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.
17. The Supercar race meet ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
18. The "Meet & Greet" with a driver awarded as part of the prize provides the winner (and his/her companion) with an opportunity to meet one (1) or more Supercar driver/s, with the exact driver/s to be determined by the Promoter. These elements of the prize are not guaranteed and are subject to the goodwill of the driver/s on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that these elements of the prize cannot be offered for any reason.
19. The "pit lane or grid walk access" awarded as part of the prize provides the winner (and his/her companion) with an opportunity to access either the pit lane or walk the grid. These elements of the prize are not guaranteed and are subject to the goodwill of the event organisers and the drivers on the day, and safe conditions for the activities to take place. The Promoter accepts no responsibility and will not offer any alternative in the event that these elements of the prize cannot be offered for any reason
20. Total prize pool value is up to \$15,480.00.
21. Prize or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
22. A draw for the prize, if unclaimed, may take place on 31/08/2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified in writing and via telephone. In the event of an unclaimed prize draw winner, they will only be able to choose from options 2 to 4.
23. 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.
24. 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.

25. 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, as well as any other implied warranties under the ASIC Act 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.
26. 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; (e) if the appearance of any or all of the Supercar race events are delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) attendance at the prize event.
27. As a condition of accepting the prize, the winner (and his/her companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. 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 <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 will not disclose entrant's personal information to any entity outside of Australia.