## Europcar Australia

## 12 Days of Christmas – Facebook

## Terms and Conditions

- 1. Information on how to enter forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
- 2. This Promotion is a game of skill. Chance plays no part in determining the winner.
- 3. Entry is open to all residents of Australia aged 18 years or over who hold a Facebook account.
- 4. Employees and their immediate families of CLA Trading Pty Ltd (trading as Europcar Australia) ("The Promoter") and their associated agencies and companies are not eligible to enter.
- 5. The Promotion commences on 13 December 2019 at 09:00 (AEDT) and concludes on 24 December 2019 at 23:59 (AEDT) ("Promotional Period").
- 6. The Promotion will be advertised in the following locations:
  - a. <u>www.facebook.com/EuropcarAU/</u>

7. To enter the Promotion, entrants must share their response to the post in the comments section:

#COMPETITION TIME

12 Days of Christmas - Day 6

How would 10k Velocity Frequent Flyer Points help you with your Christmas shopping?

Tell us in the comments section below to enter the competition. The most creative entry will win 10,000 Velocity Points!

Entries close midnight 18 December 2019.

\*Terms and conditions apply. Full details available here

- a. Winners are chosen based on the skill and originality of their submission.
- b. Limited to one (1) entry per Facebook account
- 8. Illegible, incomprehensible, and incomplete entries will be deemed invalid.
- 9. Entries must be completed, in English, and legible.
- 10. Any entry that is made on behalf of an Entrant by a third party will be deemed invalid.
- 11. Entries must be received by 23:59 (AEDT) on Wednesday 18 December 2019. The time of the entry will in each case be the time the entry is received by the Promoter. The Promoter accepts no responsibility for any late, lost or misdirected entries for any reason.

- 12. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address, and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.
- 13. One (1) Prize Winner will receive 10,000 Velocity Ppoints within 20 working days of being contacted by the Promoter to the one Velocity membership account of the Winnersir choice. The prize has an estimated value of \$317 AUD (excluding GST). The prize is not exchangeable and cannot be taken as cash. Once the Velocity Points are credited to the Velocity membership account, the <u>Velocity Membership Terms and</u> <u>Conditions apply</u>.
- 14. Prizes cannot be transferred and cannot be redeemed for cash.
- 15. All prize values are correct as at Tuesday 26 November 2019 and are reflective of the recommended retail price and are in Australian dollars (AUD). The Promoter takes no responsibility for any variations in the prize values.
- 16. Unless expressly stated in these Terms and Conditions, all other expenses become the responsibility of the Winners.
- 17. If the prize is unavailable for any reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
- 18. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for the prizes damaged, delayed, or lost in transit.
- 19. Each valid entrant who has entered the Promotion over the duration of the Promotional Period will be entered into the winner determination. Valid entrants will be judged based on originality and creative merit to become the Winner. The winner determination will take place at Europcar Australia, 189 South Centre Road, Tullamarine, Victoria 3043 at 13:00 (AEDT) on Thursday 19 December 2019. The Winners will be notified in writing

within three (3) days of the winner determination, and have their details published on the Europear Facebook Page.

- 20. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (e.g. Facebook account holder).
- 21. The prizes must be claimed and contact details given by 13:00 (AEDT) on Monday 06 January 2020. An unclaimed prize winner determination will take place at Europcar Australia, 189 South Centre Road, Tullamarine, Victoria 3043 at 13:00 (AEDT) on Tuesday 07 January 2020. The Unclaimed Prize Winners will be notified in writing within two (2) days of the unclaimed prize winner determination, and have their details published on the Europcar Facebook Page.
- 22. If any particular winner determination is scheduled on a Public Holiday, the winner determination will be conducted on the following business day.
- 23. Should an Entrant's contact details change during the Promotional Period, it is the Entrant's responsibility to notify the Promoter. A request to change or modify any information provided in an entry should be directed to the Promoter.
- 24. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Promotion result.
- 25. It is a condition of accepting the prize that the Winners must comply with all of the conditions of use of the prize and the Prize Supplier's requirements.
- 26. In the case of the intervention of any outside act, agent, or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions.

- 27. The Promoter shall not be liable to any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prizes except for any liability which cannot be excluded by law.
- 28. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user, or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or combination thereof that may occur in the course of the administration of this Promotion including omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 29. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 30. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <a href="http://www.facebook.com/terms.php">http://www.facebook.com/terms.php</a>
- 31. This Promotion adheres to the Terms and Conditions set out in the Facebook Promotion guidelines which can be found at <u>http://www.facebook.com/Promotions\_guidelines.php</u>
- 32. This Promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook. Entrants understand that they are providing their information to the Promoter and not Facebook. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not Facebook.

- 33. All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.
- 34. All entries become the property of the Promoter. The Promoter collects personal information about the Entrant to enable the Entrant to participate in the Promotion, but no further use of this information will be made without prior consent.
- 35. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the competition, the Entrant is taken to consent to Europcar Australia's privacy policy which contains information, among other things, about how the Entrant may access personal information that is held by Europcar Australia about them and seek correction of such information. See <u>http://www.europcar.com.au/EBE/module/render/security-and-privacy-policy</u> to view Europcar Australia's APP Privacy Policy in full. The Promoter's APP Privacy Policy also contains information about how the Entrant may complain about a breach of the APPs, or a registered code that is binding on the Promoter's organisation and how Europcar Australia will deal with such complaints. The Promoter generally does not give an Entrant's personal information to anyone outside of Australia or New Zealand.
- The Promoter is CLA Trading Pty Ltd (trading as Europcar Australia) (ABN 81 082 220 399) of 189 South Centre Road, Tullamarine, Victoria 3043, Australia.