

# Competition Terms and Conditions

## Game of Chance

### The Velocity and Europcar 4 Million Points Promotion

#### A. General

1. Information on how to enter this Promotion, mechanics of entry and prizes form part of these Conditions of Entry. Entry into this Promotion is deemed acceptance of these Conditions of Entry by each Entrant.
2. Entry is open to current Velocity Frequent Flyer members aged 18 years and over who a rent a car with Europcar between 09 October 2017 and 15 February 2018 and earn Velocity Points in accordance with the terms and conditions on the Velocity Frequent Flyer website at <https://www.velocityfrequentflyer.com/content/Info/CarHireTerms> (**Entrants**). The Promoter is Velocity Frequent Flyer Pty Ltd (ACN 601 408 824) of registered address 56 Edmondstone Road, Bowen Hills, Queensland 4006.
3. The directors, officers, management and employees (and their immediate families) of the Promoter and of CLA Trading Pty Ltd (trading as Europcar Australia) (**Europcar Australia**) and its related bodies corporate are not eligible to enter this Promotion.
4. The Promotion commences at 00:01 am AEST on 9 October 2017 and ends at 11:59 pm AEST on 7 February 2018 (**Promotion Period**).

#### B. Entry

5. Entrants will be automatically entered into the Promotion and will earn an entry for every rental with Europcar Australia which is eligible to earn Velocity Points during the promotion period. Entrants must:
  - a. book a vehicle for rental in Australia or New Zealand for travel during 09 October 2017 to 15 February 2018 (**Travel Dates**) with Europcar Australia during the Promotion Period; and
  - b. be a current Velocity member; and
  - c. provide their Velocity membership name and number at the time of booking; and
  - d. be the named driver of the car rental agreement;
6. There is no limit to the number of entries per person for the duration of the Promotion Period.
7. Entries will be deemed accepted at the time of the Entrant collects the booked rental vehicle and not at the time of booking. Entries received will be considered final by the Promoter. If a booking is cancelled or refunded at any time then the entry or entries will be deemed invalid. Illegible, incomprehensible and incomplete entries will be deemed invalid. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
8. If you enter the Promotion but no longer wish to participate, please email: [europcarpromooptout@velocityfrequentflyer.com](mailto:europcarpromooptout@velocityfrequentflyer.com) and you will be removed from the Promotion.
9. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.

#### C. Drawing Winners

10. The draw will be conducted at 3.00pm AEST 26 February 2018 at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina, NSW 2250.
11. The Winners may be announced on Velocity's website [www.velocityfrequentflyer.com](http://www.velocityfrequentflyer.com) after 3:00 pm AEST fourteen (14) days after the draw has occurred. The Winner will be notified after 10:00 am AEST seven (7) days after the draw has occurred directly by phone or email where further contact information and details will be requested including, but not limited to, full name, phone, email, and address.
13. If a prize is not claimed within three (3) months of publication, a redraw will be conducted. If required, the redraw will be conducted on 28 May 2018 at 3:00 pm AEST at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina, NSW 2250.
14. A redrawn Winner will be notified by phone seven (7) days after the draw, and in writing seven (7) days after the draw. The name and state of the re-draw Winner will be published on the Velocity Frequent Flyer website fourteen (14) days after the re-draw.
15. Entries not fully complying with these Conditions of Entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these Conditions of Entry, the entry will be discarded and the relevant prize will be re-awarded in accordance with the relevant clause of these Conditions of Entry as if the discarded entry had not been received.
16. All decisions of the Promoter are final and no discussions or correspondence will be entered into.
17. This is a game of chance and skill plays no part in determining the outcome.

#### **D. Prize**

18. There are 4 Major Prizes to be won in total. Each Major Prize comprises of 1,000,000 Velocity Frequent Flyer Points.
19. Average total prize pool value is \$148,000 AUD (excluding GST). The prize is not exchangeable and cannot be taken as cash.
20. If your prize includes Velocity points:
  - a. The points will be credited to your accounts on or by 31 March 2018.
  - b. Use of points is subject to the Velocity Members Terms and Conditions, which are located on the Velocity Frequent Flyer website at <https://www.velocityfrequentflyer.com/content/TermsConditions/>.
21. The prize will be awarded to the Entrant named in the entry.

#### **E. Contacting the Entrant**

22. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
23. By accepting the prize, Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed. Winners will not be entitled to any fee for participating in these activities.

#### **F. Intellectual Property**

24. The Promoter may want a Winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the prize to a Winner, the Winner permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the Winner will not be entitled to any fee for such use.
25. The Promoter reserves the right to request that a Winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age 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.

## **G. Tax**

26. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by a winner, an Entrant or their employer in regards to any connection with participating in the Promotion or the receipt or use of any prize.
27. Winners will be required to pay any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the prize.
28. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a prize.
29. The Promoter does not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the prizes.
30. If your prize includes Velocity points:
  - a. The first four valid entries drawn will win 1,000,000 Velocity Frequent Flyer Points each which may be redeemed for goods and services with an estimated value of \$37,000. Velocity Points will be allocated to the Velocity Member's Account only. Value is based on a sample of the Velocity Frequent Flyer Points options that could be obtained by redeeming the prize through the Velocity Frequent Flyer Points program at the time of this Promotion (as more fully defined in the terms and conditions of the Velocity Frequent Flyer Points program which can be viewed at [www.velocityfrequentflyer.com](http://www.velocityfrequentflyer.com)). The estimate of value is provided for the purposes of licensing this promotion only – the value of the Velocity Frequent Flyer Points will vary depending on how and when they are redeemed by the winners through the Velocity Frequent Flyer Points program.
  - b. The Velocity Frequent Flyer Points can be redeemed through the Velocity Frequent Flyer Points program in several ways, in accordance with the terms and conditions of the Velocity Frequent Flyer Points program and Velocity Frequent Flyer store.
31. The Promoter, its agents and associate companies are not responsible for and exclude all liability (including negligence), for any variation in the prize value to that stated in these Terms and Conditions.

## **H. Legal**

32. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion.
33. 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 Conditions of Entry, 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, subject to any written directions given under State Regulation.
34. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to any written direction given under State Regulation.
35. 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 Promotion and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of

Australia (Non-Excludable Guarantees). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and (iv) acceptance and/or use of any prize (including but not limited to any component of a Winner's trip).

36. 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 of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
37. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
38. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
39. The Promoter is collecting your personal information for the purpose of conducting the Promotion, including providing any prize to you. If the Promoter cannot collect your personal information, we will not be able to enter you in the Promotion or provide you with a prize. The Promoter may also disclose your personal information to and/or collect your personal information from its related companies (including Velocity Frequent Flyer Pty Ltd and Velocity Rewards Pty Ltd) and third parties who provide (or help the Promoter provide) products and services, including Virgin Australia Holidays. The Promoter may disclose your personal information to persons or organisations located in Germany, India, Ireland, Israel, Malaysia, the Netherlands, New Zealand, Poland, Singapore, Turkey, The Philippines, UK and USA. The Promoter's Privacy Policy ([www.virginaustralia.com/privacy](http://www.virginaustralia.com/privacy)) states how you can seek to access or correct your personal information and how to make a privacy complaint. You can contact the Virgin Australia Privacy Officer in at [privacy@virginaustralia.com](mailto:privacy@virginaustralia.com).
40. You consent to the Promoter using your personal information for future promotional and marketing purposes regarding the Promoter's products and services, including contacting the entrant via SMS and email messages (and you consent to receiving such messages from the Promoter). Information on how to opt-out from these messages is set out in the Promoter's Privacy Policy.
41. Entrant's personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
42. Authorised under permit numbers NSW LTPS/1718152, ACT TP 17/01942, SA T17/1819