Europear Australia - RENT TO WIN THE ULTIMATE CROODS FAMILY ADVENTURE



Terms and Conditions

- **1.** Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 2. This competition is a game of chance. Skill plays no part in determining the winner.
- 3. Entry is open to all residents of Australia aged 18 years or over.
- **4.** Employees and their immediate families of CLA Trading Pty Ltd (trading as Europear Australia) ("The Promoter") and Universal Pictures International Australia Pty Ltd (Universal Pictures) ("The Sponsors"), Engage Interactive Pty Ltd, and their associated agencies and companies are not eligible to enter.
- **5.** The competition commences on Monday 16 November 2020 at 09:00 (AEST) and concludes on Monday 4 January 2021 at 23:59 (AEST) ("Promotional Period").
- 6. Subject to clauses 8 to 11 to enter the Promotion, entrants must:
 - a. Book an eligible rental vehicle in Australia or New Zealand with Europear via the following Europear webpages between 9.00 AEST Monday 16 November 2020 and 23:59 AEST Monday 4 January 2021:
 - i. www.europcar.com.au/croods
 - ii. www.europcar.com.au/croods10
 - iii. www.europcar.com.au/croods15
 - iv. www.europcar.com.au/croods21
 - b. The entrant must be the named driver on the rental agreement.
 - c. Valid for bookings that include rental pickups between Monday 16 November 2020 and Wednesday 30 June 2021 ("Travel Period").
 - i. If the booking is cancelled or refunded at any time, the entry will be deemed invalid.
 - ii. Cancellation of the rental booking after the prize has been awarded and/or redeemed is not acceptable. The winner will be required to pay the full amount of the rental should they wish to accept the prize.
 - d. Limited to one (1) entry per booking/rental agreement number.
- 7. Automatic entry to the Promotion will be granted to any customers who make a Europear booking via
 - a. www.europcar.com.au/croods
 - b. www.europcar.com.au/croods10
 - c. www.europcar.com.au/croods15
 - d. www.europcar.com.au/croods21
- **8.** If you have been entered into the Promotion but no longer wish to participate, please email social.au@europcar.com and you will be removed from the Promotion.
- **9.** Entries must be received by 23:59 (AEST) 4 January 2021. The time of 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.
- 10. Competition Terms and Conditions can be found at www.europcar.com.au/croods
- **11.** Car rental account use is subject to the Promoter's standard Terms and Conditions of Rental available at https://www.europcar.com.au/terms-and-conditions/australia
- 12. The Promoter and the Sponsors reserve the right to request winners provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including rental agreement) in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the party that has requested the proof of identification, residency and/or entry. 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. The Promoter and Sponsors reserve the right to verify the validity of entries and to disqualify any entry which, in the opinion of 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 Terms and Conditions of Entry or who has, in the opinion of 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 Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

- 14. Any entry that is made on behalf of an Entrant by a third party will be invalid.
- 15. One (1) Prize Winner will receive:
 - a. Return economy flights for two (2) adults and two (2) children (aged up to 12 years) from the Winner's nearest Capital City to Gold Coast, QLD. Redemption booking conditions will be supplied to the Prize Winner.
 - **b.** Five (5) nights' shared accommodation at a min. four star hotel on the Gold Coast for four (4) people (1 x Room). Redemption booking conditions will be supplied to the Prize Winner.
 - c. Travel insurance
 - d. Car Rental
 - e. World Heritage Springbrook National Park Tour for four people
 - f. Gold Coast 4WD Eco Outback Tracks Tour for four people
 - g. Dreamworld Day pass for four people
 - h. Currumbin Wildlife entry for four people
- 16. The total Prize value is up to \$9,900 (including GST).
- 17. There is no cash alternative. Prize is non-refundable and non-transferable.
- **18.** All prize values are correct as at Wednesday 30 September 2020 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.
- 19. Package is based on 4 people sharing 1 room.
- 20. Dates of travel must be confirmed within 45 days of notification of winning prize.
- **21.** All prize inclusions (flights, accommodation, experiences, transfers, etc) are subject to booking and availability and any terms and conditions imposed by the relevant providers during winners' choices of travel dates. If a particular element is unavailable, then a replacement activity of the promoter's choice will be provided.
- 22. Unless otherwise stated, winner and guest/s are to make their own way to and from all prize inclusions.
- 23. Car hire driver must be over 21 years of age with full clean licence. If winner or guest unable to drive, then a \$560 travel allowance will be provided to winner via EFT. Prize does not include cost of child car seat(s) or GPS Navigation.
- 24. Not to be taken over any Australian Public or National holiday periods including Easter.
- 25. Valid until 15 December 2021.
- 26. Travel not valid between 15 December 20 and 02 January 2021.
- **27.** Winner will be required to produce credit card upon check in to hotel and at collection of vehicle rental for incidentals. This is mandatory.
- **28.** At least one person (winner) travelling must be 18 years or over. If the winner is under 18 then his/her guest must be his/her parent or guardian.
- 29. Airline tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-transferable. Any alterations to confirmed flights and/or accommodation details will be at the expense of the winner. Unless otherwise specified, the winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all documents to travel to the relevant location(s).
- 30. Individual supplier terms and conditions apply.
- **31.** Winners and guests travel at their own risk and, if for any reason any aspect of this promotion is not capable of running as planned, including war, terrorism, state of emergency, pandemic, or any other kind of disaster, tampering or computer virus, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
- **32.** Flights: Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. The Winner and travelling companions must travel at the same time and are responsible for transport from their residence to their nearest Capital City Airport in Australia. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- 33. Winner and his/her guest must have 100 points of ID available.
- **34.** Travel insurance for all 4 travellers is valid for passengers under 85 years of age and without pre-existing conditions: PRE-EXISTING CONDITION means: in respect of Injury: a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy. 2. in respect of Sickness: i. a condition or side effect with which the Insured Person was aware of (whether diagnosed

or not) or has sought treatment prior to the Insured Travel covered under this Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions. ii. a condition caused by a Pre-Existing Condition, that is, any medical condition that You have suffered from or been treated for, irrespective of whether a complete recovery has occurred. In the event of not qualifying for the included travel insurance, the winner will be required to obtain their own travel insurance policy. There will be NO Cover for losses or claims incurred as a direct or indirect result of the COVID-19 (Coronavirus).

- **35.** Any changes by the winner made to the specified prize package (including travel extensions, additional guests, etc) will be subject to an administration fee of \$250 excluding GST, which must be settled in full prior to booking confirmation.
- **36.** Winner and his/her guests are solely responsible for all costs associated with a travel prize which are not expressly listed in the Prize Details, including additional spending money, additional transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner.
- **37.** The Prize Winner and travelling companions must travel at the same time, must depart from the same Capital City and are responsible for transport from their residence to their nearest Capital City for flight departure.
- **38.** Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
- **39.** It is the traveler's personal responsibility to ensure that they have valid documentation, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travelers.
- **40.** Travel valid until the 15 December 2021, or at the time specified by the Promoter. If the Prize Winner and their travelling companions are, for any reason, unable to travel on a nominated date, or do not take an element of the prize will be forfeited by the Prize Winner. Cash will not be awarded in lieu of the prize or element thereof.
- **41.** Travel is subject to hotel and flight availability. The prize is not available during peak times such as public holidays and school holidays (if applicable) and cannot be changed once the booking has been made.
- **42.** The Promoter, the Sponsors, and Engage Australia Pty Limited, make no representation as to the safety, conditions or other issues that may exist at any destination.
- 43. Unless expressly stated in these Terms and Conditions, all other expenses become the responsibility of the Winners.
- **44.** 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, subject to State Regulation.
- **45.** The Promoter (and prize provider) is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any resulting costs incurred by the winner or any travelling companion(s) (including accommodation costs) will be the responsibility of the winner and/or travelling companion(s) (as relevant).
- **46.** The winner is responsible for ensuring that they and any travelling companion(s) are fit to travel and have received appropriate health checks prior to taking the Prize. If a Prize includes participation by a winner's companion, the companion must comply with any additional requirements or conditions specified by the Promoter, e.g. age restrictions, etc.
- 47. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- **48.** By accepting the prize, the 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, filmed and/ or chaperoned throughout the duration of the prize.
- **49.** In consideration for the Promoter awarding the prize to the Winners, the Winners hereby permit their image and/ or voice, as recorded, photographed, or filmed during their participation in the prize to appear in connection with Europear Australia or the advertising or marketing thereof, in any media whatsoever throughout the world and the Winner will not be entitled to any fee for such use.
- **50.** Each valid entrant who has entered the competition over the duration of the Promotional Period will be entered into the Prize Draw. One (1) valid entrant will be drawn at random to become the Prize Winner. The draw will take place at Engage Interactive Suite 3, Level 8 Clarence Street Sydney NSW 2000, on Tuesday 12 January 2021 at 14:00 (AEST). The Prize Winner will be notified in writing within two (2) days of the draw and have their name published in the Public Notices section of The Australian on Wednesday 20 January 2021.
- **51.** If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
- **52.** The prize 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. Rental Agreement Holder).
- 53. Should an entrant's contact details change during the promotional 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 Promoter.

- **54.** Subject to any direction given under relevant State legislation, an unclaimed prize draw for the prize will take place at Engage Interactive, Suite 3, Level 8, 56 Clarence Street Sydney NSW 2060 on Thursday 15 April 2021 at 11:00 (AEST). The winners will be notified by email within two (2) days of the draw. The Unclaimed Prize Winner will have their name published in the Public Notices section of The Australian on Wednesday 21 April 2021.
- **55.** The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- **56.** It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
- **57.** It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- **58.** 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 competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, pandemic, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- 59. The Promoter shall not be liable for 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 prize/s except for any liability which cannot be excluded by law. 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 competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any 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.
- **60.** 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.
- **61.** The Promoter, the Sponsors, and Engage Australia Pty Limited and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- **62.** If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, pandemic 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 competition, subject to any direction given under State Regulation.
- **63.** All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
- 64. 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 Europear Australia's privacy policy which contains information, among other things, about how the Entrant may access personal information that is held by Europear Australia about them and seek correction of such information. See http://www.europear.com.au/EBE/module/render/security-and-privacy-policy to view Europear 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 Europear 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.
- **65.** Universal Pictures International Australia is bound by the APPs. Your information will be handled in accordance with Universal Pictures' Privacy Policy. A copy of Universal Pictures' Privacy Policy can be accessed at http://www.nbcuniversal.com/privacy. Universal Pictures' Privacy Policy explains how you may access and seek correction of the information Universal Pictures' holds about you. Universal Pictures' Privacy Policy also explains how you may complain about the manner in which Universal Pictures has collected or handled your information and how Universal Pictures will investigate and respond to your complaint.
- **66.** The Promoter is CLA Trading Pty Ltd (trading as Europear Australia) (ABN 81 082 220 399) of PO Box 1139, Tullamarine, Victoria 3043, Australia.

67. Universal Pictures International Australia Pty Ltd (ABN 44 122 951 099) of Level 32, 580 George Street, Sydney NSW 2000, Australia.

Authorised under ACT permit number TP 20/01375 and SA permit number: T20/1239