

## **Terms & Conditions:**

### **Castle Hill Hyundai, Nissan, GMSV & LDV "\$2,000 Visa Card Give-Away" Promotion**

The promotion commences Friday 26 November 2021 and closes Sunday 28 October 2021

#### **1. PROMOTER**

The Promoter is Castle Hill Autos No. 1 Pty Ltd trading as Castle Hill Hyundai, Nissan, GMSV & LDV (ABN 25 148 096 244) 2A Victoria Avenue Castle Hill NSW 2154 ("the Promoter").

#### **2. WHO MAY ENTER**

Entry is open to Australian residents only who hold a current valid driver's licence issued in an Australian State or Territory. Entrants must be over 18 years old to enter as required by law to book an appointment at Castle Hill Autos during the promotion period and attend that appointment either in person or virtually. Employees (and their immediate families) of the Promoter, its dealerships, its related bodies 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. National fleet, rental and government purchasers are also ineligible to enter.

#### **3. CONDITIONS OF ENTRY**

Information on how to enter and the prize(s) form part of these Terms and Conditions. By entering the promotion, participants agree to be bound by these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

#### **4. PROMOTIONAL PERIOD**

The promotion commences at 8.30am AEST on Friday 26 November 2021 and closes at 5pm AEST on Sunday 28 November 2021 ("promotional period").

#### **5. HOW TO ENTER**

a) To be eligible to enter, individuals must book an appointment to attend the Black Friday car sale at Castle Hill Hyundai, Nissan, GMSV & LDV website at; [www.castlehillhyundai.com.au](http://www.castlehillhyundai.com.au); [www.castlehillnissan.com.au](http://www.castlehillnissan.com.au); [www.castlehillldv.com.au](http://www.castlehillldv.com.au); [www.castlehillgmsv.com.au/](http://www.castlehillgmsv.com.au/), individuals must also attend the appointment at their allocated time either virtually or in person at Dealership address of 2A Victoria Avenue Castle Hill NSW 2154 between 8.30am AEST on Friday 26 November 2021 and at 5pm AEST on Sunday 28 November 2021("Promotional Period") ("Qualifying Purchase")

b) Individuals that complete an online appointment booking using the methods above, during the promotional period and then complete an entry form including first name, last name, phone number and email address qualify and are eligible for the prize. The entry form will be placed in a barrel and this will constitute an entry in the draw.

#### **6. LIMITATIONS ON ENTRY**

Only one (1) entry permitted per person. Entrants automatically forfeit their entry if they have not entered the correct details or contact details.

#### **7. DRAWS (SELECTION OF WINNERS)**

a) The draw will take place at Castle Hill Hyundai, 2A Victoria Avenue Castle Hill NSW 2154 on Monday 6<sup>th</sup> December 2021 at 12.00pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

b) The first valid entry that is drawn from the barrel will be deemed the provisional winner, subject to verification.

## 8. PRIZE

a) The first valid entry drawn will win a \$2000 visa card.

b) The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the prize is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

## 9. NOTIFICATION OF WINNERS

The winner will be notified by phone within two (2) business days of the draw as outlined in point 7a) and also by email. The winner's name will also be published on the dealer websites and Facebook pages. The Promoter's decision is final and no correspondence will be entered into.

## 10. UNCLAIMED PRIZE DRAW

A draw for the prize, if unclaimed, may take place on Thursday 9 December 2021 at the same time and place as the original draw. In the case of a winner, they will be notified in writing and telephone within two (2) business days of the draw. The winner's name will also be published on the dealer websites and Facebook pages.

## 11. PRIVACY

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 [www.castlehillhyundai.com.au](http://www.castlehillhyundai.com.au); [www.castlehillnissan.com.au](http://www.castlehillnissan.com.au); [www.castlehilldv.com.au](http://www.castlehilldv.com.au); [www.castlehillgmsv.com.au](http://www.castlehillgmsv.com.au)

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.

## 12. LIMITATION OF LIABILITY

- (a) 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.
- (b) 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 delivery of any vehicle is 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) use of the prize.

## 13. GENERAL

- (a) 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.

- (b) Incomplete, indecipherable or illegible entries will be deemed invalid.
- (c) 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.
- (d) The Promoter's decision is final and no correspondence will be entered into.
- (e) If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- (f) Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize, then the prize will be forfeited.
- (g) Total prize pool value is AU\$2,000. Prize is not transferable or exchangeable.
- (h) 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.
- (i) 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.
- (j) As a condition of accepting the prize, the winner 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.