

## Burson Auto Parts No One Loves You More Than We Do Promotion Terms and Conditions

<b>Promoter</b>	Burson Automotive Proprietary Limited (ABN 82 006 613 378), L1 / 327 Ferntree Gully Rd, Mount Waverley, 3149.
<b>Competition Period</b>	12.01am AEST 01/09/2024 to 11.59pm AEST 31/10/2024.
<b>Who can enter?</b>	<p>Only Australian residents who:</p> <p>(a) are aged 18 or over; and</p> <p>(b) have an active Burson Auto Parts trade account (still active and within trading terms at 11.59pm AEST 31/10/2024).</p> <p>Holding a trade account with Burson Auto Parts (and, consequently, participation in this competition) is subject to the terms and conditions which apply to the Burson Auto Parts trade account (signed at the time of account set up), as amended from time to time.</p>
<b>Who can't enter?</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p>
<b>Where will the competition run?</b>	<p>The competition will run in participating Burson Auto Parts stores (<b>Stores</b>) in Australia.</p> <p>The Stores include the online store (purchases made through Ezy Parts) and telephone orders.</p>
<b>Qualifying Purchase</b>	<p>Spend \$1,000 (excl. GST) or more at a Store on your Burson Auto Parts trade account. \$1,000 can be accumulated across more than one transaction. You will receive 1 entry once you have spent the \$1,000 during the Competition Period.</p> <p>For the avoidance of doubt, cash sales (non-trade customers) are not Qualifying Purchases. All purchases must be made on your Burson Auto Parts trade account.</p>
<b>Entry instructions</b>	<p>To enter, you must, during the Competition Period make a Qualifying Purchase from a Store to receive 1 automatic entry into the draw corresponding to the state/territory where your trade account is registered (see also "<i>How many winners will there be and how will they be chosen?</i>" and "<i>What Can I win?</i>" sections below).</p> <p>You will receive 1 additional entry for every \$1,000 (excl. GST) increment spent during the Competition Period. For example, if you spend \$5,999 (excl. GST) you will receive 5 entries into the corresponding draw.</p> <p>At the end of the Competition Period, entries will be separated into 5 groups in accordance with where the trade account is registered as follows:</p> <ul style="list-style-type: none"> <li>• Western Australia</li> <li>• Queensland</li> <li>• South Australia &amp; Northern Territory</li> <li>• New South Wales &amp; Australian Capital Territory</li> <li>• Victoria &amp; Tasmania</li> </ul> <p>(each, a <b>State Group</b>).</p>
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be 5 winners determined in respect of this competition, 1 winner per State Group.</p> <p>There will be 5 draws conducted (1 per State Group).</p> <p>The draws will be held on 20/11/2024 at Gadens, Level 13, 447 Collins Street, Melbourne, VIC 3000 and commence at 2pm AEDT.</p> <p>The first valid entry drawn randomly in each draw from the entries received during the Competition Period (for each State Group, as relevant) will each win a prize.</p>

	The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed ( <b>Reserve Entrants</b> ).
<b>What can I win?</b>	<p>There are 5 prizes available – 1 per State Group as follows:</p> <p><b>Western Australia</b></p> <p>The prize is valued at \$12,452 and includes:</p> <ul style="list-style-type: none"> <li>• MTK218A1S - Milwaukee 218 Piece Automotive Starter Toolkit A1 valued at \$3,995 (RRP); and</li> <li>• ECK4012 - Ecotechnics Fully Automatic R134A Service machine &amp; accessory kit valued at \$8,457 .</li> </ul> <p><b>Queensland</b></p> <p>The prize is valued at \$12,452 and includes:</p> <ul style="list-style-type: none"> <li>• MTK218A1S - Milwaukee 218 Piece Automotive Starter Toolkit A1 valued at \$3,995 (RRP); and</li> <li>• ECK4012 - Ecotechnics Fully Automatic R134A Service machine &amp; accessory kit valued at \$8,457).</li> </ul> <p><b>South Australia &amp; Northern Territory</b></p> <p>The prize is valued at \$12,452 and includes:</p> <ul style="list-style-type: none"> <li>• MTK218A1S - Milwaukee 218 Piece Automotive Starter Toolkit A1 valued at \$3,995 (RRP); and</li> </ul> <p>ECK4012 - Ecotechnics Fully Automatic R134A Service machine &amp; accessory kit valued at \$8,457</p> <p><b>New South Wales &amp; Australian Capital Territory</b></p> <p>The prize is valued at \$12,452 and includes:</p> <ul style="list-style-type: none"> <li>• MTK218A1S - Milwaukee 218 Piece Automotive Starter Toolkit A1 valued at \$3,995 (RRP); and</li> </ul> <p>ECK4012 - Ecotechnics Fully Automatic R134A Service machine &amp; accessory kit valued at \$8,457</p> <p><b>Victoria &amp; Tasmania</b></p> <p>The prize is valued at \$16,089.50 and includes:</p> <ul style="list-style-type: none"> <li>• MTK218A1S – Milwaukee 218 Piece Automotive Starter Toolkit A1 valued at \$3,995 (RRP); and</li> <li>• R155 – Rotary 3D Wheel Balancer valued at \$12,094.50.</li> </ul> <p>All prizes will be delivered by the Promoter and include training on how to use the equipment.</p>
<b>Total prize pool</b>	<p>The prize pool for each of the following State Groups (Western Australia, Queensland, South Australia &amp; Northern Territory, and New South Wales &amp; Australian Capital Territory) is \$12,452.</p> <p>The prize pool for the Victoria &amp; Tasmania State Group is \$16,089.50.</p> <p>The overall total prize pool is \$65,897.50.</p>
<b>How many times can I enter?</b>	You can receive multiple entries per day. Each entry will be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	<p>Winners will be notified:</p> <ul style="list-style-type: none"> <li>• by phone</li> <li>• in writing (by email)</li> </ul> <p>within 5 business days of determination. Burson will use the phone number and email address listed on the trade account at the time of being entered into the Competition. It is an entrants responsibility to ensure the contact details are correct.</p> <p>Winners will have their last name, first initial and state/territory of residence/postcode published:</p>

	<ul style="list-style-type: none"> <li>on <a href="http://www.burson.com.au/giveaway">www.burson.com.au/giveaway</a> on 01/12/2024 for a period of 28 days.</li> </ul>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm AEDT 05/12/2024.</p> <p><b>Unclaimed prize determination:</b> 12pm AEDT 06/12/2024 at the same location as the original draws.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s. Any winner/s will be informed:</p> <ul style="list-style-type: none"> <li>by phone</li> <li>in writing (by email)</li> </ul> <p>within 5 business days of determination and will also have their last name, first initial and state/territory of residence/postcode published:</p> <ul style="list-style-type: none"> <li>on <a href="http://www.burson.com.au/giveaway">www.burson.com.au/giveaway</a> on 13/12/2024 for a period of 28 days.</li> </ul> <p>If a prize winner cannot be found, that information will be published on <a href="http://www.burson.com.au/giveaway">www.burson.com.au/giveaway</a> on 10/01/2025.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.bapcor.com.au/privacy-policy.php">www.bapcor.com.au/privacy-policy.php</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP24/01391</p> <p>SA Licence No. T24/1094</p> <p>NSW Authority No. TP/02583</p>

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). If online or SMS entry is available, you will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your

own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 You are responsible for all other unspecified costs related to the prize, including insurance (including excesses), additional taxes, installation costs, costs associated with ongoing use of the prize, etc.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

### General

- 6 Any material failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 9 You must not:
  - (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 11 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 12 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 13 If publication will take place, by entering, you request that your full address not be published.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

#### **Liability**

- 16 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.