

**SRG Leisure Retail Pty Ltd trading as BCF
Holden Christmas Promotion
Terms and Conditions**

1. Information regarding the prize and how to enter forms part of these conditions. By entering, entrants accept these conditions.
2. This promotion is only open to Australian residents who are Club BCF members who are 18 years and over (**Individual Entrants**).
3. Directors, management and employees (and the immediate families of directors, management and employees) of the Promoter or of the companies or agencies associated with this promotion (other than the Participating Businesses) are ineligible to enter.
4. The competition commences on Friday 16th November 2018 at 00:01 AEDT and concludes on Sunday 16th December 2018 at 23:59 AEDT.

The competition will be advertised in-store, BCF catalogue, on the website <http://www.bcf.com.au>, on the BCF Facebook page, on television, and via email.

5. To enter, Members of Club BCF must purchase any product(s) from a participating BCF store nationally, including the online store at www.bcf.com.au, and present their Club BCF membership card at the time of purchase (so that their membership number can be recorded) during the promotional period to automatically receive one (1) entry into the draw.

Customers who join the club on the day / in the same transaction will be eligible to win.

6. Individual Entrants may enter as many times as they wish during the Promotion Period, provided that each entry is based on a separate Individual Entrant Eligible Purchase but a limit of one entry per person per day is permitted and each entry must comply with these terms and conditions.
7. Entries are deemed to be received at the time that the Individual Entrant Eligible Purchase is registered by BCF and recorded against the relevant BCF member card. The Promoter is not liable for:
 - a. any failure by BCF to record any Individual Entrant Eligible Purchase or Participating Business Eligible Purchase as an entry;
 - b. late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise;
 - c. any problems associated with communication networks due to traffic congestion, technical malfunction or otherwise;
 - d. any consequences of user error including (without limitation) costs incurred;
or
 - e. any failure by BCF to forward any entry to the draw location.The Promoter has no control over communications networks.

8. 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 (including store receipt for purchase requirement) 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.
9. 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 Terms & 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. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses to register single or multiple purchases. 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.

10. Incomplete, indecipherable or illegible entries will be deemed invalid. Prizes cannot be transferred.
11. Entries must be received by 23:59 (AEDT) on Sunday 16th December 2018. The time of entry will in each case be the time the data is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
12. Any entry that is made on behalf of an Entrant by a third party will be invalid.
13. There will be one winner. The draw will be conducted at 14:00 AEDT on Tuesday 18th December 2018 at Engage Australia Pty Ltd, Level 8, 56 Clarence St, Sydney, NSW 2000. The winner will be notified within 2 days of the draw. The winner will be notified of their prize in writing and will have their details published in the Public Notices section of The Australian newspaper on Thursday 10th January 2019.
14. The draw and the announcement of the prize winners will be scrutinised by an independent person (where "independent person has the meaning given in the Lotteries and Art Unions Regulation 2014 (Cth)
15. Prize consists of 1 x Holden Colorado Z71 Xtreme Automatic, including prestige paint valued at \$78,000 RRP.
16. The Prize Vehicle will be delivered through the winner's closest Holden dealership within 40 days of the winner's details being provided.
17. The winner will need to collect the prize from the appointed dealer in their closest capital city. The dealer will do their best to transport it as close to the winner as possible, but specific requests to transport it will incur costs to the winner.
18. The Promoter's decision is final and no correspondence will be entered into.
19. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Engage Australia Pty Ltd, Level 8, 56 Clarence St, Sydney, NSW 2000 on Tuesday 19th March 2019 at 11:00 AEDT. The winner will be notified within 2 days of the draw. The winner will be notified of their prize in writing will have their details published in the Public Notices section of The Australian newspaper on Thursday 11th April 2019.
20. The Promoter reserves 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 & 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.

21. Comprehensive insurance, additional options and all ancillary costs (including travel to and from the dealership) are the responsibility of the winner. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
22. The winner, their companions and, if relevant, the winning Participating Businesses, must at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
23. Prizes are not transferable, exchangeable or redeemable for cash or other products.
24. The Promoter may, in its sole discretion, disqualify and prohibit further participation in this promotion by any person who tampers with or benefits from any tampering with the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person. The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to the prize winner and/or their companions if the prize winner and/or their companions, in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate. The winners are fully responsible for the acts and omissions of their companions and the Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by, the winner and their companions if any of their companions breaches these conditions, whether or not legally bound by them.
25. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
26. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage or delay in transit to the prize.
27. The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
28. As a condition of accepting or participating in the prize, the winner's companions accept these conditions.
29. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion subject to the requirements of the gaming authority in each state and territory, if required.
30. The Promoter, Engage Australia Pty Ltd 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.

31. The Promoter does not accept any responsibility for any tax implications, including fringe benefits tax implications that may arise. Independent financial advice should be sought. Where the operation of the promotion results in supplies being made for non-monetary consideration (for the purposes of GST), participants agree to 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.
32. 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.
33. The Promoter is BCF Australia Pty Ltd (A.B.N. 51 110 667 411) of 751 Gympie Road, Lawnton Queensland 4501. Phone number: (07) 3482 7800.

Authorised under permit numbers: NSW: LTPS/18/28874, ACT: TP 18/01822, SA: T18/1655