Win Your Own Hardkorr Campers Xplorer 2.2 Camper Trailer Promotion Terms and Conditions

Promoter	Hard Korr Pty Ltd (ABN 44 708 877 533), having its principal office at Building 8, 83
	Burnside Rd, Stapylton QLD, Australia 4207.
	For the purpose of this Promotion, the Promoter's New Zealand address is 330 Broadway Avenue, Palmerston North, New Zealand 4417.
	To contact the Promoter, please email support@hardkorr.com or telephone our customer service line on +61 7 3801 8332.
Promotion Period	If you enter in Australia:
	The competition commences at 12.01am (AEST) on 14 October 2024 and ends 11.59pm (AEST) on 24 November 2024.
	If you enter in New Zealand:
	The competition commences at 3:01am (NZDT) 14 October 2024 and ends 11.59pm (NZDT) on 24 November 2024.
	("Promotion Period")
Promotion	Win Your Own Hardkorr Campers Xplorer 2.2 Camper Trailer Promotion ("Promotion").
	The Promotion is a collaboration between the Promotor and Supercheap Auto Pty Ltd (ABN 64 085 395 124), Super Cheap Auto (New Zealand) Pty Ltd (NZBN 9429036715527), and BCF Pty Ltd (ABN 51 110 667 411) who are subsidiaries of Super Retail Group Limited (ACN 108 676 204) (and for the purposes of these Terms, these subsidiaries will jointly or separately, as the context requires, be referred to as "SRG").
Prize	A Hardkorr Xplorer 2.2 Camper Trailer.
	The prize pool is valued up to AUD\$44,864/ NZD\$48,955.37 (as at 26 August 2024) and is based on a 2024 model:
	 with 270 awning, XO Jockey Wheel, a Dometic CFX3 75DZ Compressor Fridge Freezer 75L, 4x stabiliser legs, alloy wheels, extended draw bar upgrade, Queen lift roof top tent, extra gas spear fitting, Dometic 2 burner hotplate, fridge slide, kitchen pantry, kitchen draw slide, Hardkorr lighting package, swing out shower with shower tent, water heater, 240V flush mount power package, 25A AC charger, 2x 170W fixed solar panels, 2000W inverter, 2x 100Ah LiFePO4 batteries, 40A DC-DC charger, an extra shelf over the fridge, an extra shelf in the centre cavity, moveable rear step, and 50mm 360° ball. including all on-road costs i.e. dealer delivery, stamp duty, CTP insurance, registration, and weight tax.
	If for whatever reason the Prize is unavailable, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value (subject to any contrary direction by the relevant gaming authorities).
	The Prize must be taken as stated in these Terms and no compensation will be payable if a winner is unable to use the Prize.
Who can enter?	Only Australian or New Zealand residents who:
	1

- are a current Super Cheap Auto Club Member or Super Cheap Trade Account Holder; or
- 3. are a Club BCF member.

can enter.

(You or Your).

The Promotion, and participation in it, is subject to:

- 1. these terms and conditions ("Terms"); and
- the terms of the Super Cheap Auto Pty Ltd, Super Cheap Auto (New Zealand) Pty Ltd, and Super Cheap Auto Trade (collectively referred to as "Super Cheap Auto") loyalty program(s), and BCF Pty Ltd, and BCF loyalty program(s) as applicable and to the extent they do not conflict with the Terms.

For Australian residents:

Supercheap Auto, those terms and conditions are available at:

 https://www.supercheapauto.com.au/customer-service/termsconditions.html conditions for Supercheap Auto Club Terms and Conditions and for Trade Terms and Conditions of Use

as amended from time to time.

Super Cheap Auto Trade, those terms and conditions are available at:

 trade.supercheapauto.com.au/customer-service/terms-conditions for Super Cheap Auto Trade Terms and Conditions and for Trade Terms and Conditions of Use

as amended from time to time.

BCF, those terms and conditions are available at:

 www.bcf.com.au/customer-service/club-bcf-terms for Club BCF Terms and Conditions and for Trade Terms and Conditions of Use

as amended from time to time.

For New Zealand residents:

Super Cheap Auto New Zealand residents, those terms and conditions are available at:

 www.supercheapauto.co.nz/customer-service/terms-conditions for Supercheap Auto Club Terms and Conditions and for Trade Terms and Conditions of Use

Super Cheap Auto Trade, those terms and conditions are available at:

 trade.supercheapauto.co.nz/customer-service/terms-conditions for Super Cheap Auto Trade Terms and Conditions and for Trade Terms and Conditions of Use

as amended from time to time.

Who can't enter?

Directors, officers, management and employees and contractors (and their immediate families) of:

- 1. the Promoter;
- the agencies, companies or participating premises associated with this Promotion; and
- 3. Super Retail Group Limited.

This Promotion is also not open to residents who hold an Uber Rewards account.

Where will the The Promotion will run in Supercheap Auto and BCF stores in Australia and Promotion run? Supercheap Auto in New Zealand ("Stores"). The Stores include: 1. all physical BCF Stores and Supercheap Auto stores in Australia and New Zealand: and 2. the online stores at: a. www.supercheapauto.com.au b. www.supercheapauto.co.nz trade.supercheapauto.com.au d. <u>trade.supercheapauto.co.nz</u> e. www.bcf.com.au (each a "Website"). **Qualifying Purchase** Spend: 1. NZD\$100 if You are making a purchase from a New Zealand Store or Website: or 2. AUD\$100 if You are making a purchase from an Australian Store or Website in one transaction on any Hardkorr branded product/s from a Store (excluding Special Order Products (being those products that are not stocked in store but are available to be ordered for delivery online or in store and generally have the blue and white special-order logo; or, on a BCF website, a product marked with the red "online exclusive" tag) ("Qualifying Purchase"). Subject to the Entry Instructions below. You will receive one entry for every Qualifying Purchase. For example, if the Qualifying Purchase is \$319 (inc. GST), You will receive 3 entries; and if the Qualifying Purchase is \$243 (inc. GST), You will receive 2 entries. To enter You must, during the Promotion Period: **Entry Instructions** 1. make a Qualifying Purchase, and at the time of that purchase, use Your Supercheap Auto Club membership or Super Cheap Auto Trade Account, or Club BCF membership at the checkout, or 2. visit a Website, and log in to Your Supercheap Auto Club or Super Cheap Auto Trade, or BCF Club account and make a Qualifying Purchase. Entries will be recorded in the relevant SRG database and are deemed to be received at the time of receipt into the Supercheap Auto and BCF database. Entries must be received during the Promotion Period and will be deemed to be received only when received by SRG. If You return a Qualifying Purchase, Your entry may be deemed invalid. The Promoter and SRG are not liable for any problems with communications networks or other issues with any device You are using. 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. How will the winner be There will be one winner of the Prize across both Australia and New Zealand, that chosen (the draw)? is: if the winner is from New Zealand, there is no Australian winner (and vice versa). There will be one draw conducted. The draw will be held at 12PM (AEST) (which is 3PM NZDT) on 8 December 2024 at Building 8, 83 Burnside Rd, Stapylton QLD 4207.

The first valid entry drawn randomly from all the entries received during the

Promotion Period will win the Prize.

The draw may be made by the Promotor using software technology, resulting in a random selection. The Promoter will draw an additional reserve valid entry in the draw and record it in case a winning entry / entrant is deemed invalid, or the Prize is unclaimed ("Reserve Entrant"). How does the winner If You are the winner, you must do all things necessary to claim and accept the collect the prize? Prize by 12AM (AEST) (or 3AM NZDT) on 9 January 2025 ("Prize Claim Date"). The winner is responsible for collecting the Prize from the nearest participating Hardkorr Camper dealer in Australia or New Zealand to their residence. The winner: 1. must collect the Prize (or arrange for its collection) before the Prize Claim 2. provide all information and sign all documents required to allow the Promoter to register the Prize (as a vehicle) in the winner's name before collection or, where the winner is from New Zealand, the winner is responsible for arranging all on-road responsibilities, with the cost of such remunerated equally to the winner by the Promotor. 3. be able to register and operate the Prize (as a vehicle) in the winner's name in accordance with all applicable laws or if the winner is unable to register the Prize in their name, then the winner is able to register it in another person's name ("Nominee"), on written notice to the Promotor specifying all details of the Nominee required by the Promotor to do so and provided that the Nominee agrees to be the registered person for the Prize, is capable of being the registered person under applicable laws, and provides to the Promotor any reasonable acknowledgments, indemnity and releases as reasonably required by the Promoter that are not inconsistent with these Terms. 4. (or the Nominee) must have a valid Australian / New Zealand driver's license and a legally compliant and fit for purpose tow vehicle with electric 5. is responsible for any expenses incurred in collecting the Prize, all other unspecified costs related to the Prize, including insurance, additional taxes and costs associated with ongoing use of the Prize, etc. 6. is responsible for insuring the Prize before collection. The Promotor: 1. will assist, where it is able, with the Price (vehicle) registration process. 2. is not responsible for, and will not provide, petrol, insurance, transport, body paint or mechanical damage, or any other costs or damages. The Prize is non-transferable and cannot be redeemed for cash. The Prize does not include any accessories not specified in these Terms. The Prize, and all elements of the Prize, must be taken as and when offered or will be forfeited. If forfeited, the Promoter and SRG will not be liable. The Prize is subject to any additional terms and conditions imposed by a relevant supplier, SRG or the Promoter and any additional regulations or regulatory requirements. The Promoter and SRG are not responsible for any dispute between You and any person with whom You choose to, or choose not to, share a Prize.

You can enter multiple times, provided You only enter once per Qualifying

Each entry must be submitted separately in accordance with these Terms.

How many times can I

Purchase.

enter?

How and when will the winner/s be informed?

The winner will be notified by phone or SMS and by email (via the contact details on record for the winner's Super Cheap Auto Club account or Supercheap Auto Trade or BCF Club loyalty program account) within 7 days of determination of the draw and will have their name and state / territory / region of residence published at:

- 1. www.supercheapauto.com.au
- 2. www.supercheapauto.co.nz
- 3. trade.supercheapauto.com.au; and trade.supercheapauto.co.nz
- 4. www.bcf.com.au.

on 12 December 2024 for a period of 28 days.

Unclaimed prize

Unclaimed Prize Redraw Date: 12PM (AEST) (or 3PM NZDT) on 10 March 2025 at the same location as the original draw.

If by the Unclaimed Prize Redraw Date:

- 1. after making all reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter); or
- if the Winner has been contacted but fails to collect the Prize by the Prize Claim Date or as and when offered (unless otherwise agreed in writing by the Promoter);

the winner's entry will be discarded and the Promoter will re-award the prize to the Reserve Entrant.

The Reserve Entrant will be notified by phone or SMS and by email (via the contact details on record for the winner's Super Cheap Auto Club account or Supercheap Auto Trade or BCF Club loyalty program account) within 7 days Unclaimed Prize Redraw Date and their name and state / territory / region residence will be published at

- 1. <u>www.supercheapauto.com.au</u>
- 2. <u>www.supercheapauto.co.nz</u>
- 3. <u>trade.supercheapauto.com.au; and trade.supercheapauto.co.nz</u>
- www.bcf.com.au.

on 17 March 2025 for a period of 28 days.

If a Prize winner cannot be found, that information will be published at:

- 1. www.supercheapauto.com.au
- 2. <u>www.supercheapauto.co.nz</u>
- 3. trade.supercheapauto.com.au; and trade.supercheapauto.co.nz
- www.bcf.com.au.

on 15 April 2025.

Collection and use of Your personal information

By virtue of a Qualifying Purchase, a Club member or Trade member will automatically be entered into the Promotion.

If You do not wish to participate in this Promotion, please contact:

- Supercheap Auto (AU www.supercheapauto.com.au/contactus or NZ https://www.supercheapauto.co.nz/contactus);
- Supercheap Auto Trade (AU <u>trade.supercheapauto.com.au/contactus</u> or NZ trade.supercheapauto.co.nz/contactus);or
- 3. BCF (www.bcf.com.au/contactus)

to not be entered into the Promotion.

If You enter the Promotion, SRG will collect Your information including Your name, email address and / or phone number, to automatically enter You into the Promotion, to contact You if You win and for marketing. If You do not provide this information, You won't be eligible to enter the Promotion. Super Retail Group may share this information with their third-party service providers (including some located overseas) and the Promoter as set out below.

If You win, Your personal information including name, email address and/or phone number will be used to contact You about the Promotion and for marketing purposes.

SRG will provide the winner's information to the Promoter. SRG may share the winner's information with third parties (including third-party service providers (including some located overseas)) as set out in:

- section 6 of Super Cheap Auto's: <u>www.supercheapauto.com.au/customer-service/privacy-policy</u>; or
- in New Zealand: www.supercheapauto.co.nz/customerservice/privacy-policy; and
- for Supercheap Auto Trade AU: trade.supercheapauto.com.au/customer-service/privacy-policy; or
- 4. Trade NZ: <u>trade.supercheapauto.co.nz/customer-service/privacy-policy</u> and section 6 of BCF's: <u>www.bcf.com.au/customer-service/privacy-policy</u>.

More information (including about how You can access Your information or make a complaint) can be found in Super Cheap Auto's Privacy Policy or BCF's Privacy Policy.

You can also contact Super Cheap Auto at privacy@supercheapauto.com, or via the details set out in section 10 of Super Cheap Auto's Privacy Policy or BCF at privacy@bcf.com, or via the details set out in section 10 of BCF's Privacy Policy.

If You are the winner, the Promoter and companies associated with this Promotion may:

- i. ask You to take part in some publicity, photography and other promotional activity as the Promoter and such associated companies reasonably require, without any compensation. You consent to the Promoter and companies associated with this Promotion using Your name and image in any promotional or advertising activity.
- also use Your personal information to help improve their goods and services;
- iii. share Your personal information with the Promoter's franchised dealers, related companies, agents, contractors or promotional partners.

By entering and providing personal information, You consent to receive email or SMS messages from Super Cheap Auto and/or BCF, the Promoter and companies associated with this Promotion without any functional unsubscribe facility if they relate primarily to the conduct of this Promotion.

Personal information provided to the Promoter may be disclosed to overseas locations such as Australia, New Zealand, China, Germany, Singapore, Switzerland, United States, United Kingdom, Malaysia, Philippines and India.

The Promoter's Privacy Policy (available at www.hardkorr.com/au/privacy-policy/) and states:

- (a) how You can seek access to the personal information the Promoter holds and seek the correction of such information; and
- (b) how You can complain about a breach of privacy and how the Promoter will deal with such a complaint.

If You are a winner and provide personal information, You consent to the use of Your personal information in this manner, and as provided for under Super Cheap Auto's, BCF's and the Promoter's Privacy Policies.

Permit numbers

Authorised under:

ACT Permit No. TP 24/02004

SA Licence No. T24/1541

NSW Authority No.TP/03546 **General Terms** Any failure by You to comply with the conditions imposed by a supplier of the Prize may result in the Prize being cancelled or withdrawn without liability to the Promoter or a Prize supplier(s). If You or Your entry are deemed by the Promoter or SRG to breach these Terms, Your entry (or at the Promoter's discretion, all of Your entries) may be discarded. The Promoter and SRG may, at any time, require You to produce documentation to establish to the Promoter's or SRG's satisfaction the validity of Your entry / entries and / or verifying Your identity (including documentation establishing Your identity, age, place of residence and place of employment). Failure by the Promoter or SRG to enforce any of its rights at any stage does not waive those rights. You must not: 1. 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 2. engage in any conduct that may jeopardise the fair and proper conduct of the Promotion; 3. act in a disruptive, annoying, threatening, abusive or harassing manner; 4. do anything that may diminish the good name or reputation of the Promoter or SRG or any of their related entities or of the agencies or companies associated with this promotion; 5. breach any law: or 6. behave in a way that is otherwise inappropriate. The Promoter and SRG are not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible, or incorrectly submitted. If any dispute arises between You and the Promoter concerning the conduct of this Promotion 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 Promotion is final. The prize values are correct as at the date of preparing these Terms and include any applicable GST. Super Cheap Auto, BCF, and the Promoter are not responsible for any change in Prize value. By entering, You request that Your full address not be published. If this Promotion cannot run as planned for any reason beyond the Promoter's of SRG's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries / entrants, subject to any contrary direction by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify You of such changes. The Promoter and SRG are not responsible for any tax implications arising from You winning a prize. You should seek independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration and You are an Australian entrant, 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 Nothing in these Terms restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth) (Non-Excludable Guarantees). You acknowledge that use of, or participation in, the Prize carries inherent risk. You

acknowledge that use of the Prize may be dangerous and if you win (and any other

person(s) sharing the Prize with You) or choose to participate in or collect the Prize, You do so at your own risk.

Except for any liability that cannot be excluded by law (in which case that liability is limited to the greatest extent allowed by law), including liability under the Non-Excludable Guarantees, the Promoter and SRG (including its officers, employees and agents) the agencies and companies associated with this Promotion excludes all liability (including in negligence) for any personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death, or any loss, expense or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion and Promotion or any Prize, including without limitation (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's or SRG'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 due to any reason beyond the reasonable control of the Promoter and SRG; (d) any variation of the Prize value to that stated in these Terms; (e) any tax liability incurred by a winner or entrant; (f) use of a Prize by any person.

Without limiting the previous paragraph, the Promoter and SRG and the agencies and companies associated with this Promotion are not liable for any loss of, damage to or delay in delivery of the Prize, or for any damage that occurs to the displayed Prize (where relevant).

This Promotion 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 SRG and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

Jurisdiction

These Terms and the Promotion and any claim or dispute between the Promoter and an Entrant are governed by the laws of Queensland.

Entrants submit to the non-exclusive jurisdiction of courts and tribunals of that state in connection with any dispute concerning these Terms and the Promotion.