

Burson Auto Parts – ‘Win a Trip to London & Paris’ Promotion:

Competition Terms and Conditions

1. Information regarding how to enter, how to claim, and details of the prize form part of these conditions of entry. Entry into this promotion is deemed acceptance of these conditions of entry.
2. The Promoter is Burson Automotive Pty Ltd, ABN 82 006 613 378 of 61 Gower Street, Preston, VIC, 3072. Phone 1300 287 766.
3. Entry is open to Burson Auto Parts Trade Account customers in Australia. Entrants (Burson Auto Parts Trade Account customers) must be Australian residents aged 18 years and over. Directors, management and employees of the Promoter, its related companies and agencies, the immediate families of the above listed persons, and directors, management and employees of companies, business or individuals associated with this promotion are ineligible to enter.
4. The Promotion will be open from 7am Eastern Standard Time Nationally on the 1st February 2019 and will continue until 10.00pm Eastern Standard Time Nationally on the 30th April 2019 ("Promotion Period").
5. To enter and be eligible to win, eligible entrants (Burson Trade Account Customers) must spend a minimum qualifying value of \$5,000 (excluding GST) across the 13 participating brands (Penrite, Exedy, NGK, KYB, DBA, Dayco, Premier Auto Trade, Kincrome, Ryco, Bendix, Narva, Projecta, JAS Oceania), at an authorised Burson Auto Parts store during the promotion period. All eligible entrants must register their details at <https://bursonlondonpromo.com.au/> by 28th February 2019. Registered entrants that spend \$5,000 (excluding GST) during the promotion period will instantly receive 1 ticket in the draw. Eligible entrants will receive 1 extra ticket into the draw for every \$500 (excluding GST) spent over the minimum accumulative spend of \$5,000 (excluding GST). For example, if Customer A spends \$4,250 (excluding GST) they do not qualify, if Customer B spends \$5,375 (excluding GST) they will receive 1 ticket into the draw and if Customer C spends \$5,950 (excluding GST) they will receive 2 tickets into the draw. There is no limit on the number of tickets into the draw. All purchases from the 13 participating brands product ranges throughout the promotion period will go toward the entrants tally. The Entrants tally will be calculated automatically by Burson Head Office at the conclusion of the promotion and only eligible entrants will receive entries into the draw. All the eligible entrants will be added into the draw by Burson Head Office. All entrants must register by 28th February 2019 to be eligible to win. All purchases must be made by the entrant/customer during the promotion period to qualify. All purchases made after the promotion period will not count to the customers final tally.
6. Entrants can only enter in their own name and use their own contact details. The Promoter reserves the right to request winners provide proof of age, identity and/or proof of entry validity. Proof of age, identification, and entry considered suitable for verification is at the discretion of the Promoter. The Promoter reserves the right to validate and check the authenticity of any prize claim or entry before awarding a prize.
7. Grand Prize: A trip to London & Paris for 10 Burson Trade Account Customers. There are ten prizes available, that will be awarded to the ten lucky winners. The prizes will be drawn at the end of the promotion period (May 6th, 2019); this will be drawn from all the eligible entries (of which constituted a Grand Prize entry as stipulated in par 5.) at 11:00 AM AEST.
 - Prize includes: Return Premium Economy flights for one person to London and Paris. Accommodation is minimum 4 star, for 7 nights in London and Paris. Prize includes airport transfers from airport to hotel accommodation. Includes group dinners for the 10 winners, breakfast, and arranged activities. Does not include all other meals, drinks or transfers other than

those noted in the package inclusions, excess baggage charges or travel insurance. The winner is responsible for having a valid passport and must be able to travel on the dates stipulated by the promoter, with the trip to take place in July 2019.

8. The total maximum value per person is \$12,000 (including GST), with the overall combined prize value \$120,000 (including GST).
9. The prize, including any unused portion, is not transferable or exchangeable and cannot be taken as cash unless stipulated otherwise.
10. Programming and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
11. To the fullest extent permitted by law, the Promoter takes no responsibility for any flight delays, accommodation complications and late check-ins/check-outs from the date and time of collection of the prize.
12. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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) any tax liability incurred by a winner or entrant; or (f) a prize.
13. The winners may be required to provide the Promoter with certified copies of all required documentation including but not limited to proof of purchase before the prize is handed over. The winner will be informed of the documentation required at time of notification of winning.
14. All entries become the property of the Promoter. All entries will be entered into a database and the Promoter shall be entitled to use entries, and all personal information contained therein, in any way that it considers appropriate for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid, subject to legislative approval, unless otherwise advised by the entrant. By entering the promotion, entrants confirm that they allow their details to be used for this purpose. Any request to update, modify or delete the entrant's details should be directed to the Promoter.
15. The 10 winning entries will be selected randomly, in the presence of an independent witness, at 11:00am AEST on Monday 6th May 2019 at Telads Australia Operations, 123 Margaret Street Toowoomba QLD 4350. Winners details will be published on the 9th May 2019 at (www.burson.com.au) and in the Burson Trade Deals catalogue in June 2019 for a minimum of 28 days.
16. If the following circumstances occur;
 - a) The winner is unable to be contacted within 7 days of the competition draw,
 - b) The winner cannot satisfy the terms and conditions,
 - c) The prize is forfeited by the winner for any reason,

And Subject to any written direction and due to the prize event date, should the prize remain unclaimed an unclaimed prize draw from all non-winning entries will take place, in the presence of an independent witness, at Telads Australia Operations, 123 Margaret Street Toowoomba QLD 4350 at 11:00am AEST on 13th May 2019. Any winner will be notified by telephone and in writing on 13th May 2019 and published on the same day at (www.burson.com.au) and in the Burson Trade Deals catalogue in June 2019 for a minimum of 28 days.

17. If a winner chooses not to take the prize or any component of it (or is unable to), the prize is forfeited and the Promoter is not obliged to substitute the prize or any component.
18. The Promoter accepts no responsibility for any variation in the value of the prize.
19. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of equal or greater monetary value to the nominated prize, subject to any written directions given by the state gaming departments.
20. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, incomplete, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
21. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other 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 take any action that may be available, subject to State and Territory regulations.
22. The Promoter and the agencies and companies associated with this Promotion take no responsibility for the prize being damaged in transit, or for any delay in delivery of the prize or for the prize becoming lost or stolen after it has been delivered to, collected by and/or released to the prize winner.
23. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
24. Incomplete, illegible or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not valid or eligible to win.
25. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
26. The entrant agrees that the Promoter can continue to contact them even after this Promotion ends. If the entrant would like to access or correct the personal information that the Promoter holds about the entrant, or if the entrant does not wish the information to be disclosed, the entrant should contact the Burson Automotive Privacy Officer in writing at 61 Gower Street, Preston, VIC, 3072.
27. By entering into the Promotion, the entrant agrees and acknowledges that:
 - I. They may be contacted by the Promoter to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos of them;
 - II. The Promoter may use such comments or photos (the "Materials") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
 - III. The Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
 - IV. By entering the Promotion, they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
 - V. They unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after

this consent is given ("Moral Rights");

VI. They waive all Moral Rights in the Materials that arise outside Australia;

VII. They agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

28. To the extent permitted by law, the Promoter shall not be liable for any loss, damage or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with this Promotion.
29. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize
30. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
31. The prize winner must depart from and return to the same departure point as per dates and times outlined in clause (7)
32. The departure date cannot be changed or the winner will forfeit the prize package. The winner of the prize will not accrue any frequent flyer points from taking the prize.
33. Travel documents are the sole responsibility of the winner. Identification (valid driver's license, passports, visas or other picture identification) and any visa requirements are the winner's responsibilities.
34. Australians with a criminal record (regardless of how minor) may not be able to enter the UK. Any winner should seek such advice from the UK embassy or consulate before traveling to the UK.