



TERMS & CONDITIONS

The aim of **Buy to Fly** is to increase the sales of Burson Automotive Proprietary Limited products through our workshop clients. The **Buy to Fly** program will run from 1 March 2023 to 30 November 2023 (**Promotion Period**).

The **Buy to Fly** promotion run by Burson Automotive Proprietary Limited in Australia is subject to the terms and conditions outlined below. By entering into the **Buy to Fly** promotion, each participant agrees to abide and be bound by these promotion terms and conditions.

ELIGIBILITY

1. Participation is by invitation only to Burson Automotive Proprietary Limited authorised customer workshops in Australia. Only one authorised representative (e.g. owner or manager) from each invited workshop can enrol in this promotion.
2. This promotional offer is not transferable or otherwise assignable to any other party except under mitigating circumstances at the absolute discretion of Burson Automotive Proprietary Limited.
3. If a workshop changes ownership during the Promotion Period, their participation will be forfeited.
4. The promoter will organise and pay for a trip (to one of three possible destinations) for an authorised representative of a workshop of that representative's choosing. As described in clauses 16 and 17 below, if a participating workshop spends more than the agreed sales target, the authorised representative may also opt for a companion to attend and for the authorised representative to pay any cost gap for the companion's expenses.
5. An option is available for a qualifying workshop to select a travel voucher (redeemable with a travel agency as determined and specified by the promoter) instead of one of the three selected trips. The value of the voucher will be at 80% of the trip value for the authorised representative only. Redemption of the travel voucher is subject to any terms and conditions imposed by the supplier of the travel voucher.
6. A participating Burson Automotive Proprietary Limited customer workshop must achieve the agreed sales target for the Promotion Period (as set out by their Burson Automotive Proprietary

Limited representative) as a pre-requisite to qualify for one of the three trips available. Details of the three trips available (destination, dates of travel and all inclusions of the trip) are as set out in promotional material as advertised by Burson Automotive Proprietary Limited.

7. All Burson Automotive Proprietary Limited purchases between the Promotion Period are eligible towards achieving your agreed sales target and all purchases must be charged to your trading account. There are no restrictions on product types and price points except in purchases subject to finance.
8. The choice of trip selected by a participating workshop is binding and cannot be substituted for another trip should successful participants change their decision after their initial trip preference has been submitted to their Burson Automotive Proprietary Limited representative.
9. Each participant agrees that as a condition to being able to attend the trip, they and their companion (if applicable), may be required to sign a release and indemnity and/or declaration in the form required by Burson Automotive Proprietary Limited in favour of Burson Automotive Proprietary Limited and other parties before taking the trip. If you or your companion (if applicable) do not sign, you will lose any entitlement to taking the trip.
10. Participants must comply with these terms and conditions throughout the entire Promotion Period up until the time the trip or travel voucher is awarded and winning is contingent upon fulfilling all promotional requirements as specified in these terms and conditions.
11. Disclosure by a participant or participating workshop to any third party regarding their participation in this **Buy to Fly** promotion is prohibited. Violation of this non-disclosure clause will invalidate the offending participant and negate their eligibility to receive a trip, irrespective of whether the participant has met the other eligibility criteria.

PARTICIPATION, PUBLICITY & PROMOTION

12. Except where prohibited, participation in the promotion will be considered a participant's consent for Burson Automotive Proprietary Limited to use, without compensation, the participant's name, contact information and photograph, or other likeness, for advertising and publicity purposes, should the participant be awarded a trip. Such use may include advertising or publicity related to the naming of successful participants in this promotion or related to future similar contests. Participants also agree that Burson Automotive Proprietary Limited will own the right to any such image and photographs taken in relation to the promotion and the trips awarded pursuant to the promotion. Burson Automotive Proprietary Limited will collect, use or disclose personal information (if any provided) only for the purpose of administering the promotion, and will not disclose or provide to any third party any of the personal information provided without the participant's consent.
13. Participants can follow their sales target progress via the Numerik app available from the Apple App Store and Google Play Store.
14. The Numerik app will be updated regularly with relevant details and a summary of sales and targets.

TRIPS

15. Fringe Benefits Tax is the participant's responsibility and participants are to seek their own independent taxation advice. Any tax liability arising as a result of accepting any trip is the responsibility of the participant.
16. No more than 1 trip or travel voucher will be awarded to a successful participating workshop, subject to the following:
 - a) If a participating workshop has elected to receive a trip and spends more than the participating workshop's target, 10% of this additional spend will be used to subsidise the costs of a companion on the same trip. The remainder of the companion's costs for the trip must be covered by the participant or the participating workshop.

- b) If a participating workshop has elected to receive a travel voucher instead, any additional spend over the participating workshop's target will not contribute to any additional value on the travel voucher.
17. If the participant elects to go on a trip and bring a companion, and the participating workshop spends over the agreed target, the participant must inform the promoter of the identity of the companion.
18. A trip must be taken in 2024 as offered and on the exact dates as specified by the Promoter. You cannot change or alter the trip package/dates as each trip includes specific pre-booked/pre-planned event/s and activities as determined by the Promoter. If you forfeit the trip or any element of the trip for whatever reason, you will not be given cash or any alternative item as a substitute.
19. In the event a trip cannot proceed as intended, the Promoter will work with the successful participating workshop and use best endeavours to book another trip for the participant to attend (subject to availability), to the equal value of the original trip.
20. Participants taking a trip including their companions (if applicable) are solely responsible for: (a) all taxes, fees and other assessments, as well as any additional expenses and incidental costs not included in the promotion/trip as described; and (b) reporting any trip to the appropriate taxing authority for tax purposes as required. Participants and their companions (if applicable) taking the trip are required to obtain at their own cost, all necessary documents to travel to any overseas location specified, including a current and valid passport (with at least 6 months validity at the time of taking the trip) and any visas required.
21. The trips are as specified in the promotional material and must be taken as offered, unaltered and on the date/s specified. Trips must be accepted as awarded and no substitution is permitted nor will cash equivalent be paid. Burson Automotive Proprietary Limited reserves the right to substitute a trip (or part of any trip) for one of equal or greater value in the event the trip is unavailable. The trips are provided as-is and Burson Automotive Proprietary Limited makes no representations or warranties in respect of the trips except for any liabilities that cannot be excluded by law. Trip values provided are based on the recommended retail price as provided by the travel supplier and are accurate at the time of printing the promotional material for this promotion. Burson Automotive Proprietary Limited will not be held liable for any change in value after that date.
22. Trips cannot be transferred to other staff members or partners of registered participants, cannot be substituted for cash or other alternatives and must be taken as advised by Burson Automotive Proprietary Limited to the recipient.
23. By accepting and taking a trip you acknowledge that there may be intrinsic risks in some aspects of the trip and that taking such trips may involve participating in dangerous/risky activities. By accepting the trip, you accept those risks. You and your guest (if applicable) may be required to sign a release and indemnity and/or declaration in the form required by Burson Automotive Proprietary Limited. If specified, in order to participate in the activity/activities awarded as part of the trip, you and your companion (if applicable) must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you and your companion (if applicable) are healthy and fit enough to take the trip. You and your companion (if applicable) must follow all requirements of the people responsible for managing the relevant activity/ies.
24. The trips offered as part of this promotion are pre-packaged trips, and unless otherwise indicated, the trip package will only include the items set out in the promotional materials. You must travel on the dates set forth by Burson Automotive Proprietary Limited or the trip will be forfeited with no replacement.
25. Travel must be roundtrip, and Burson Automotive Proprietary Limited will determine airports, airlines, destination, hotel, itinerary, and room size/occupancy in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodation is subject to availability. Travel is subject to the terms and conditions set forth in the promotion, and those set forth by the travel supplier and Burson Automotive Proprietary

Limited airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the trip package description, including but not limited to, ground transportation to departure airport and/or during the trip, meals, incidentals, passenger tariffs or duties, any Visa/passport costs, airline fees, surcharges, airport fees, service charges or facility charges, travel insurance, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of each person taking the trip.

26. The trips are designed for one participant and are subject to the dates as set by Burson Automotive Proprietary Limited.
27. Trip extensions can be accommodated at your own expense.
28. All travel elements (flights, accommodation, transfers) that form part of the trip must be booked through the travel supplier (as specified by the promoter).

AWARDING TRIPS

29. All products must be purchased from Burson Automotive Proprietary Limited. Burson Automotive Proprietary Limited reserves the right to delay announcing successful workshops and trip recipients up to fourteen (14) days following the end of a Promotion Period to factor in returns made after the end promotional period.
30. Participants are not successful recipients of a trip until confirmed by Burson Automotive Proprietary Limited.
31. At the conclusion of the promotion, participating workshops that have successfully met their agreed sales target will be confirmed and notified by telephone or email by a Burson Automotive Proprietary Limited representative. If they cannot be contacted within three (3) business days of being confirmed as a successful participant, fail the verification process, decline the trip, fail to return a signed release and declaration within ten (10) business days of being contacted, or fail to fulfil any such other requirement as set out in these terms and conditions, the potential successful participant will be disqualified.

Burson Automotive Proprietary Limited reserves the right to audit any qualifying elements of this promotion and reserves the right to disqualify and ban any participant or participating workshop found to be fraudulent or not adhering to approved Burson Automotive Proprietary Limited business practices, which includes status of credit history.

FINAL DECISION

32. The decision of Burson Automotive Proprietary Limited shall be final in all matters and Burson Automotive Proprietary Limited reserves the right to amend any part of this program including extending or terminating the program without notice. Any program changes will be communicated by email and posted on the Numerik app.

GENERAL TERMS & CONDITIONS

1. Burson Automotive Proprietary Limited reserves the right, exercisable in its discretion, to disqualify and ban any participant from a promotion, including where the participant is found or is believed to have been tampering with the process whether in relation to the qualifying process or otherwise, the operation of the promotion, or a promotion website or if the participant is found or is believed to have been attempting to contact, threaten, annoy, harass or abuse any other person who has participated in a promotion. Any attempt by any participant to deliberately undermine the legitimate operation of the promotion is a violation of law and should such an attempt be made or be successful, Burson Automotive Proprietary Limited reserves the right to seek damages or other penalties to the fullest extent permitted by law.

2. If you or your companion (if applicable), in the opinion of Burson Automotive Proprietary Limited (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of Burson Automotive Proprietary Limited or any of its related entities or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate, the Promoter may cancel trip or restrict you and your companion (if applicable) from participating in any elements of the trip, at its discretion.
3. These terms and conditions do not exclude or limit the applicability of any applicable law within Australia where to do so would contravene that statute or cause any part of these terms and conditions to be void.
4. Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), Burson Automotive Proprietary Limited, its affiliates, directors, employees, agents and contractors are not responsible for and excludes all liability (including negligence), for any loss, expense, damage, personal injury, illness or death that may occur from; whether direct, indirect, special or consequential, arising in any way out of:
 - (a) participating in this promotion or as a result of accepting or taking a trip;
 - (b) any technical difficulties or equipment malfunction (whether or not under Burson Automotive Proprietary Limited's control);
 - (c) any theft, destruction, unauthorised access, alteration of or third-party interference of entries and information submitted for a promotion that are being stored electronically;
 - (d) any entry or claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of Burson Automotive Proprietary Limited;
 - (e) any variation in trip value to that stated in the promotional material;
 - (f) any tax liability incurred by a participant;
 - (g) any incorrect or inaccurate information or any other error, whether caused by other participants or by any equipment or programming associated with or utilised in the promotion or by any technical or human error;
 - (h) injury or damage to a participant's or any other person's computer related to or resulting from participating or downloading materials in the promotion.
5. To the extent permitted by law, in no event will Burson Automotive Proprietary Limited, its affiliates, Directors, employees, agents and contractors be liable for any special, incidental, punitive or consequential damages or loss of income, revenue or profits, lost or damaged data, or other commercial or economic loss, arising from this promotion, participating in this promotion or as a result of accepting or taking any trip, even if advised of the possibility of such damages.
6. Burson Automotive Proprietary Limited reserves the right, in its sole discretion to, without advance notice, terminate or suspend the promotion, in whole or in part, or modify it in any way, including where the promotion is not capable of running as planned for any reason beyond Burson Automotive Proprietary Limited's reasonable control. Burson Automotive Proprietary Limited reserves its right to modify these Terms and Conditions at any time for any reason.

PRIVACY

Bapcor Ltd ACN 153 199 912, including Burson, and its related body corporate (collectively "Bapcor") accepts that as a result of its business activities it has an obligation under the Privacy Act to protect the personal information it has collected on individuals.

1. COLLECTION

BAPCOR will collect personal information by lawful and fair means and only when it is necessary for one or more of our business functions or activities. Whenever we collect personal information about an individual, we will advise the individual as soon as practicable:

- the reason for the collection
- that they are able to gain access to the information
- to whom we may disclose the information
- any law that requires us to collect the information
- the main consequences of not disclosing the personal information

2. USE AND DISCLOSURE

We will only use and disclose personal information:

- for the purpose which we had advised we were collecting it or for a purpose that the individual would reasonably expect us to
- where the individual has consented
- as required by law

3. DATA QUALITY

BAPCOR will take all reasonable steps to ensure that the personal information it collects, uses or discloses is accurate, complete and up to date.

4. DATA SECURITY

BAPCOR will take all reasonable steps to:

- protect the personal information we hold from misuse and loss and from unauthorised access, modification or disclosure
- destroy personal information once it is no longer needed

5. ACCESS

BAPCOR will enable an individual to gain access to their personal information upon request except in accordance with the exemptions contained in the Act. BAPCOR also reserve the right to charge an individual for providing access to the information.

6. IDENTIFIERS

BAPCOR will not use an identifier assigned by a Government agency or a Government contracted service provider as its own identifier.

7. ANONYMITY

Whenever it is lawful and practicable to do so, individuals have the option of not identifying themselves when entering into transactions with BAPCOR.

8. TRANSBORDER DATA FLOWS

BAPCOR does not transfer personal information about an individual internationally. However, if we were to do so it would be in accordance with the relevant National Privacy Principle.

9. SENSITIVE INFORMATION

BAPCOR may collect sensitive information while recruiting new staff. This sensitive information will only be collected with the consent of the individual or if required by law. If an individual were to voluntarily complete an employment application form, BAPCOR would consider this to be granting consent to collect and store the sensitive information.

10. PRIVACY INQUIRIES

Any privacy related inquiries or concerns can be directed to the Privacy Officer, 61 Gower St Preston, 3072 or telephone 03 9914 5555. BAPCOR have set a period of up to 30 days to resolve any privacy issues.

11. REVIEW OF POLICY

The BAPCOR Privacy Policy is available on request.