

GATES GOLD COAST 500 EXPERIENCE PROMOTION 2022

ABBR TERMS & CONDITIONS

Full Terms and Conditions are available <https://visit.gates.com/GoldCoast500.html> ("website") please review before determining whether you are eligible to participate. Starts: 12:01am AEST 01/08/2022 and closes 11:59pm AEDT on 30/09/2022. Open to Repco, Repco Capricorn and APPCO Trade Account customers who are operating in Australia and New Zealand. Purchase \$500 excl. GST of Gates Products upon a trade account and receive 1 entry into the draw. Each subsequent \$100 excl GST spent receives 1 additional entry. Every Gates TCK purchased during the promotional period = 1 bonus entry. Further bonus entries are available to participants who register their business at the above website and fully complete the registration form. Registered participants receive two entries for their qualifying purchase and two entries for each subsequent \$100 Gates purchase. TCK purchases to registered business attract 2 bonus entries. Major Prize: A Gold Coast Supercars Experience for 2 people, Prize includes: Return Economy airfares from the winner's closest capital city. 2 nights' accommodation, Gold Coast 500 Supercars Event General admission ticket to Gold Coast 500 (with access to Saturday 29th evening concert), Corporate Hospitality Ticket to Gold Coast 500 Supercars Event on Sunday in Corporate Suites each valued up to \$3,680 incl GST. There will be six (6) State / region-based prize draws for this promotion and 1 Australian National draw for all Repco Authorised Serviced entries each drawn at 12 noon 5th October 2022 at Flow Marketing 121/87 Turner St Port Melbourne VIC 3207. Winners notified within 2 business days of draw and winners names will appear on the promotor's website for 28 days. The Promoter is Gates Australia Pty Ltd. (ABN 36 006 576 754) of 1-15 Hydrive Close, South Dandenong VIC 3175, Authorised in Australia under permit number: Authorised in Australia under permit number: ACT: TP 22/01439; SA T22/1153

FULL TERMS & CONDITIONS.

1. The Promoter is Gates Australia Pty Ltd. (ABN 36 006 576 754) of 1-15 Hydrive Close, South Dandenong VIC 3175, telephone 03 9797 9666. ("Promoter")
2. This Competition commences at 12:01am AEST on 1st August 2022 and closes 11:59pm AEST 30th September 2022.
3. The sections on How to Enter, Draw and Winner Notification, Prizes and Miscellaneous Provisions form part of these Terms and Conditions.
4. This Competition is only open to Repco, Repco Capricorn and APPCO Trade Account customers who:
 - a. are operating within Australia or New Zealand registered as a business and if an individual and are aged 18 years or older;
 - b. have not been discovered to have breached these Terms and Conditions
5. Employees (and their immediate families) of the Promoter, participating distributors, resellers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
6. National company owned accounts customers, Customers who have policies prohibiting the receipt of gifts or commercial prizes and accounts who are designated by GPC Asia Pacific as Wholesale, Export, Government, or Reseller are not permitted to enter.

7. Eligible Businesses must be within the Promoter's and Repco / Appco trading terms throughout the promotional period and must not have overdue monies owing as at the promotional closing date in order to be eligible to claim any prize.
8. Entry into this Competition is deemed to be acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.
9. Each entrant acknowledges that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of an entrant's ineligibility to enter after the Promoter has awarded a Prize to the ineligible entrant. Return of a Prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.

HOW TO ENTER

10. During the promotional period a business must:
 - a. Purchase \$500 excl. GST of Gates Products upon their Repco or APPCO Trade Account ("Qualifying Purchase") and receive 1 entry into the draw.
 - b. Once qualified, participants receive one (1) additional entry for each subsequent \$100 excl. GST Gates purchase spent upon their registered Repco or APPCO Trade Account into the draw.
 - c. Every Gates TCK purchased during the promotional period = 1 bonus entry.

BONUS ENTRIES

11. Bonus entries are available to participants who during the promotional period:
 - a. Register their business at the website:
<https://visit.gates.com/GoldCoast500.html> ("website") and fully complete the registration form
 - b. Registered participants receive two entries for their qualifying purchase and two entries for each subsequent \$100 Gates purchase. TCK purchases to registered business attract 2 bonus entries.
12. Entry is automatic and generated from Repco & APPCO accounting system.
13. Registration for bonus entries may only be submitted online in the correct form as described on the promotional website and will not be accepted by the Promoter in any other form.

DRAW AND WINNER NOTIFICATION

14. There will be six (6) State / region based prize draws for this promotion and 1 Australian National draw for all Repco Authorised Serviced entries. All prize draws will be conducted at 12 noon AEDST 5th October 2022 at Flow Marketing 121/87 Turner St Port Melbourne VIC 3207 outlined in the draw schedule below.

15. Draw Schedule

Draw	Region	Prize Qty	Value
1	QLD/ NT	1	\$3680
2	NSW/ACT	1	\$3680
3	SA/WA	1	\$3680
4	VIC/TAS	1	\$3680
5	AUST RAS	1	\$3680
6	NZ NTH ISL	1	\$3680
7	NZ STH ISL	1	\$3680

16. Prize draws will take place as per the schedule defined in section 17. i.e Major Draw the first (1) valid entries drawn from all valid entries received from QLD.NT during the promotional period will win a major prize. The schedule will provide direction for the remaining prize draws.
17. The location of the business will be determined from Repco & APPCO accounting system.
18. All winners will be notified by a phone call and email within 2 business days and the winner's name will appear on the website <https://visit.gates.com/GoldCoast500.html> for a period of 28 days.
19. As the prize is an event, any prize that remains unclaimed by 5pm AEDST 11th October 2022 will be forfeited by that winner and a new prize will be drawn 12 noon on the AEDST 12th October 2022 at Flow Marketing, 121/87 Turner St Port Melbourne VIC 3207 subject to any directions from a regulatory authority.
20. A winner of an unclaimed prize draw if any will be notified by a phone call and email within 2 business days and their name will appear on the same website for a period of 28 days.

PRIZES

21. Major Prize: A Gold Coast Supercars Experience for 2 people, Prize includes: Return Economy airfares from the winner's closest capital city. 2 nights' accommodation– twin share (including breakfast), Corporate Hospitality Tickets to Gold Coast 500 Supercars Event General admission ticket to Gold Coast 500 (with access to Saturday 29th evening concert), Corporate Hospitality Ticket to Gold Coast 500 Supercars Event on Sunday in Corporate Suites, Including: Driver appearances, pit tour and event merchandise pack
22. The prize will be scheduled to take place to coincide with the Gold Coast 500 event Saturday 29th – Monday 31st October 2022 Gold Coast QLD Australia.
23. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
24. The prize does not include travel insurance the promoter recommends the Major Prize winner obtain comprehensive travel insurance.
25. Prize is subject to booking and flight availability.
26. The winner and companion of the major prize is responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation where required.
27. The winner's location will be determined by the location of the registered business. If the winner's location is within 300km from the Gold Coast GPO, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash.
28. Itinerary to be determined by the Promoter in agreement with the winner but if agreement cannot be reached, the Promoter reserves the right to determine the itinerary.

29. Winner and companion must depart and return to the same point of departure.
30. Frequent flyer points will not form part of the prize.
31. Prize is subject to the standard terms and conditions of individual prize and service providers.
32. The winner may be required to present their credit card at time of accommodation check in.
33. In the event of war, terrorism, state of emergency, epidemic/pandemic, event cancellation from organizers or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
34. The winners acknowledge that any event or event(s) may be cancelled or re-scheduled for any reason, other than as set out in the Conditions of Entry to the Event and the Promoter accepts any responsibility for such cancellations. The winner also acknowledges that participation in any event may be subject to additional terms and conditions imposed by a third party. The winner must become acquainted with any additional terms & conditions of participation prior to participation in any event.
35. Prizes will be awarded to the authorised representative of the respective winning business. Prizes or parts of the prize are not transferable or exchangeable and cannot be taken as cash.
36. If for any reason any elements of the specified prizes are unavailable, subject to legislative approval the Promoter reserves the right to replace it with a prize of the same or higher value and of similar specification.
37. The Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, in relation to this Competition or the merchantability, quality or fitness for a particular purpose regarding any prize or any component of any prize.
38. Total Prize pool for this promotion in Australia is: \$18,400 Incl GST. and New Zealand is: AUD \$7,360 Incl. GST.
39. The maximum prize pool available for each State and Territory in Australia is \$7,360 incl GST.

MISCELLANEOUS PROVISIONS

40. No responsibility will be accepted by the Promoter for late, lost or misdirected registrations.
41. All registrations must be submitted by a person and any automated submissions, fraudulent in nature or by persons using an alias shall be invalid.
42. If there is a dispute as to the identity or details of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity or details of the entrant.
43. Authorised representatives of Eligible Businesses consent to the Promoter using the business' name, likeness and/or image in the event they are the winning business (including photograph, film and/or recording of the same) in any media for an unlimited period, without remuneration, for the purpose of promoting this

promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

44. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Businesses and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
45. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia and in New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
46. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 tax liability incurred by a winning business or Eligible Business (or its authorised representative); or (e) use of a prize.
47. As a condition of accepting the prize, the authorised representative of the winning business must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
48. The Promoter will use and handle personal information collected as set out in its privacy policy available on the Promoter's website <http://www.gatesaustralia.com.au/utility/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information collected from entrants for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
49. Consent to use and disclosure of personal information: Each entrant acknowledges and consents to the disclosure of their personal information by the Promoter to its contractors, service providers, prize suppliers and agents for the purpose of conducting this Promotion and to State and Territory gaming authorities as required, and the winner's name may be published as required under the relevant legislation. Entry is conditional on providing this personal information. Entrants

should direct any request to opt out of the use and/or disclosure of their personal information to the Promoter.

50. The laws of Australia apply to this promotion to the exclusion of any other law. Eligible Businesses submit to the exclusive jurisdiction of the courts of Australia.

51. For a copy of the full terms and conditions visit the website <https://visit.gates.com/GoldCoast500.html>

52. Authorised in Australia under permit number: ACT: TP 22/01439; SA: SA T22/1153