

GATES GPC ASIA PACIFIC CASH FOR GRABS PROMOTION ABBR TERMS AND CONDITIONS

Full Terms and Conditions are available <https://visit.gates.com/CashForGrabs.html> please review before determining whether you are eligible to participate and prize allocations. Starts: 12:01am on 01/02/2022 and closes 11:59pm AEDT on 28/02/2022. Open to open to Ashdown-Ingram, Covs, R&E Auto Parts and NAPA Auto Parts Trade Account customers operating in Australian 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. Major Prize: Two (2) \$2000 EFTPOS (AUS x1) or Visa (NZ x1) Gift card each valued at \$2,000 Incl.GST Minor Prize: Twenty (20) \$100 EFTPOS (AUS x15) and Visa (NZ x5) Gift card each valued at \$100 Incl.GST. All prize draws for this promotion each will be conducted at 12 noon 8th March 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: 21/02200

GATES GPC ASIA PACIFIC CASH FOR GRABS PROMOTION TERMS AND 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 on 1st February 2022 and closes 11:59pm AEDST 28th February 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 Ashdown-Ingram, Covs, R&E Auto Parts and NAPA Auto Parts Trade Account customers who:
 - a. are operating a business within Australia or New Zealand registered aged older than 18 years.
 - 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. The following are ineligible to participate in the Promotion:
 - a. Customers of GPC Asia Pacific Participating Businesses who are designated by GPC Asia Pacific as Wholesale, Export, Government, or Reseller;
 - b. GPC Asia Pacific employees, contractors, or suppliers;
 - c. agencies associated with this promotion;
 - d. Customers of GPC Asia Pacific Participating Businesses who have policies prohibiting the receipt of gifts or commercial prizes. ("Ineligible Businesses")

7. Eligible Businesses must be within GPC Asia Pacific's 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 Ashdown-Ingram, Covs, R&E Auto Parts and NAPA Auto Parts 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 Ashdown-Ingram, Covs, R&E Auto Parts and NAPA Auto Parts Trade Account.
 - c. Every Gates Timing Component Kit purchased during the promotional period = 1 bonus entry.

BONUS ENTRIES

11. Bonus entries are available to participants who during the promotional period:
 - a. Visit the website: <https://visit.gates.com/CashForGrabs.html> and register their business.
 - b. Once registered, participants receive two entries for initial qualifying purchase, and 2 entries for each subsequent \$100 Gates purchase. Timing Component Kit purchases to registered business attract 2 bonus entries.
12. Entry is automatic and generated from the GPC Asia Pacific 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 two (2) prize draws for this promotion each to be conducted from 12 noon AEDST 8th March 2022 at Flow Marketing 121/87 Turner St Port Melbourne VIC 3207 Australia.
 - a. Draw 1. The first (1) valid entry drawn from all entries received from businesses operating in the region of Australia will win the first Major prize. The next fifteen (15) entries drawn will win a minor prize.
 - b. Draw 2. The first (1) valid entry drawn from all entries received from businesses operating in the region of New Zealand will win the first Major prize. The next five (5) entries drawn will win a minor prize.

15. The total prize pool for businesses operating in Australia is AUD\$3,500 Incl. of GST
16. The total prize pool for businesses operating in New Zealand is AUD\$2,500 Incl. of GST

PRIZES

17. Major Prize: Two (2) \$2000 EFTPOS (AUS) or Visa (NZ) Gift card each valued at \$2,000 Incl.GST
18. Minor Prize: Twenty (20) \$100 EFTPOS (AUS) and Visa (NZ) Gift card each valued at \$100 Incl.GST
19. All winners will be notified by a phone call and email within 2 business days and Major prize winners name will appear on the promoter's website <https://visit.gates.com/CashForGrabs.html> for a period of 28 days.
20. Any prize that remains unclaimed by 5pm AEST 7th June 2022 will be forfeited by that winner and a new prize will be drawn 12 noon on the AEST 8th June 2022 at Flow Marketing, 121/87 Turner St Port Melbourne VIC 3207 subject to any directions from a regulatory authority
21. 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 promoter's website <https://visit.gates.com/CashForGrabs.html> for a period of 28 days.
22. 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.
23. Prizes may be subject to separate terms and conditions.
24. 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.
25. 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.

MISCELLANEOUS PROVISIONS

26. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.

33. 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.
34. For a copy of the full terms and conditions visit <https://visit.gates.com/CashForGrabs.html>
35. Authorised in Australia under permit number: ACT: 21/02200