Penske Commercial Vehicles Show and Shine Promotion

Conditions of Entry

Promoter

Penske Commercial Vehicles Pty Ltd (ABN 15 010 827 022), 72 Formation Street, Wacol, QLD, 4076. Phone: (07) 3271 7777.

Entry Restrictions

Open only to Australian residents aged 18 or over who hold a current driver's licence except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or any of its related entitles, or of any Commonwealth, State, Territory or local government agencies or entities prohibited from receiving a prize, or of any agency or company associated with this promotion.

Opening & Closing Dates

00:01am (AEDT) on Friday, 4th of September] 2017 to 12:00 (AEDT) on 9 September 2017 (**Promotional Period**).

Entry Methods

In addition to the Entry Restrictions above, this promotion is only open to entrants who have registered one or more vehicles in the Western Star Trucks September 2017 Show N Shine (Registered Entrant).

A Registered Entrant may enter each vehicle registered in the Show N Shine into the Promotion separately, each being an **Eligible Vehicle**.

To enter the Promotion a Registered Entrant must email the following details to marketing@penske.com.au:

- Name
- Vehicle registration number
- Email address
- Phone number
- Show n Shine registration category
- Total kilometres travelled

and produce a signed, original National Driver Work Diary Daily Sheet completed by the driver(s) of the Eligible Vehicle (or for a trip spanning more than one day, a signed, original National Driver Work Diary Daily Sheet for each day) for inspection by a representative of the Promotor at [Melbourne – via email] no later than 12pm, Friday 15th September 2017.

The National Driver Work Diary Daily Sheet must:

- (a) be legible and complete;
- (b) clearly identify the driver of the Eligible Vehicle at all stages of the trip; and

(c) Clearly identify the continuous journey terminating at the Show N Shine.

Winner Determination

The Promoter will determine the winner of the Prize at 1:30pm on Wednesday, 20th September 2017 in Victoria.

The winner will be the Registered Entrant who has entered the Eligible Vehicle which has travelled the furthest in a single, continuous journey terminating at the Show N Shine (Winning Journey).

Notification of Winners

The name of the winner of the Prize will be announced at 1:30pm on Thursday, 21st September 2017 in Victoria, and the winner will be notified by email and telephone.

Prize Details

There is one (1) prize to be won.

The winner will be reimbursed for fuel used by the winning Eligible Vehicle while completing the Winning Journey to a maximum of \$2,500 (**Prize**).

The amount of the Prize will be equal to the actual cost of fuel used completing the Winning Journey, rounded up to the next highest AU\$100.

If the winner cannot provide reasonable evidence of the cost of the fuel used in the Winning Journey then the Promotor may determine a figure, in the Promotor's absolute discretion, which will constitute the Prize.

The Prize will not in any circumstance exceed AU\$2,500.00.

Proof of Purchase Requirements

Registered Entrants are required to obtain and retain proof of purchase for fuel used by an Eligible Vehicle during its journey to the Show N Shine for the purpose of calculating the value of the Prize.

- 1. Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2. The promotion will be conducted during the Promotional Period.
- 3. Entries must be received during the Promotional Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. Failure of an entrant to provide their original itemised receipt/s to the Promoter upon request as per the Proof of Purchase Requirements may, at the Promoter's discretion, result in an invalid entry (and, at the Promoter's discretion, in all of the entrant's entries being invalid). The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 4. The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
- 5. Any person meeting the criteria identified under Entry Restrictions and Entry Method may enter the promotion. Entry into the promotion is free of charge.
- 6. The winner will be determined at the time, on the date and at the location as stated under Winner Determination above.
- 7. The prizes are as stated in the Prize Details.
- 8. The winners will be notified in accordance with the Notification of Winners section of these conditions.
- 9. The winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
- 10. The Promoter may require winners to provide proof of identity, proof of age, proof of residency, proof they hold a driver's licence, proof of ownership of the winning Eligible Vehicle.

 Documentation considered suitable for verification is at the Promoter's discretion.
- 11. If a winning entry is deemed not to comply with these conditions of entry the entry may be discarded and a new winner of that prize will be determined by reference to the remaining entries and the Winner Determination procedure above.
- 12. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related

bodies corporate or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate.

- 13. The Promoter's decision is final and no correspondence will be entered into.
- 14. The prizes are not transferable or exchangeable and cannot be redeemed for cash.
- 15. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 16. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Prizes will be delivered in Australia only.
- 17. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries.
- 18. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this promotion involves, for GST purposes, supplies being made for non-monetary consideration, entrants will 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.
- 19. All entries become the property of the Promoter. The Promoter collects personal information about entrants in order to conduct the promotion. If the personal information requested is not provided, the entrant may not be able to participate. The Promoter may also use entrants' personal information to help improve its goods and services. The Promoter may share entrants' personal information with the Promoter's franchised dealers, related companies, agents, contractors or promotional partners. The Promoter and its Australian related companies and promotional partners may contact entrants with special offers and marketing via any medium including mail, telephone and commercial electronic messages (including email and SMS). By entering and providing personal information, each entrant consents to the use of their personal information in this manner. Entrants' personal information may be disclosed to overseas locations such as New Zealand and the USA. The Promoter's Privacy Policy (available at www.penske.com.au) states:
 - a. how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
 - b. how entrants can complain about a breach of privacy and how the Promoter will deal with such a complaint.