

## **Total Oil Australia – Win a VIP Gold Coast 600 Supercars Experience!**

### **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 Total Oil Australia Pty Ltd, ABN 15 149 501 922 of 415 Riversdale Road Hawthorn East VIC 3123. Phone 03 9861 8600
3. Entry is open to 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 (including but not restricted to Total Oil Australia re-sellers) are ineligible to enter.
4. The Promotion will be open from 7am Eastern Standard Time Nationally on the 1<sup>st</sup> September 2019 and will continue until 5.00pm Eastern Standard Time Nationally on the 30<sup>th</sup> September 2019 ("Promotion Period").
5. To enter and be eligible to win, eligible entrants must enter during the promotion period, by purchasing one or more 208 litre drum or one or more 1000 litre IBC of TOTAL DYNATRANS ACX. Entrants will receive one free 20 litre pail of TOTAL DYNATRANS ACX per 208 litre or three free 20 litre pails of TOTAL TOTAL DYNATRANS ACX, plus entry into the draw to win the grand prize (1 x 208L Drum = 1 Entry, 1 x IBC = 6 Entries). A promotion card with a unique code will be supplied with each free 20L pail, the promotion card includes details about how they enter the promotion and their unique code for entry into the draw. For each promotional sale, the entrant must visit the Total Oil Australia website and complete the promotion entry form with their contact details and the unique code provided at point of sale. They must fill out their name, business name, Distributor/Reseller purchased from, State, Number of Drums and/or IBCs purchased, email address, phone number and unique code from the card. All fields on the entry form must be completed for the entry to be valid. Incomplete forms are invalid and will not be entered in the draw. These entries must be submitted to the Promoter so that it is received by the Promoter before the applicable deadline. Entries received after such deadline shall be disqualified.
6. Entrants can only enter in their own name and use their own email address. 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: There are two prizes available. Two grand prizes will be awarded to two winners. The prizes will be drawn at the end of the promotion period (October 4<sup>th</sup>, 2019); this will be drawn from all the competition entries (of which constituted a Grand Prize entry as stipulated in par 5.) at 11:00 AM AEST for each of the two groups.
  - Each prize includes: Return economy flights for two people from their nearest capital city to Gold Coast Flights will not be provided for winners based in South East Queensland. Accommodation is minimum 3 star, for 3 nights in Gold Coast. Each prize includes a Total Merchandise pack, 2 x Supercars Paddock Club Corporate Tickets, 2 x Course Car Rides, 2 x Behind the Scenes Tours.
8. The total maximum value of each prize group is \$4000, totalling \$8000. (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 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. Two winning entries will be selected randomly at 11:00am AEST on Friday 4<sup>th</sup> October 2019 at Telads Australia Operations, 123 Margaret Street Toowoomba QLD 4350. Winners will be notified in writing within two days of the draw date and the winners details will be published on the 6<sup>th</sup> October 2019 on the Total Oil Australia homepage ([www.totaloil.com.au](http://www.totaloil.com.au)) and the Total Oil Australia Facebook page (<https://www.facebook.com/TotalAustralia>) 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. Due to the event date, any re-draw will take place at Telads Australia Operations, 123 Margaret Street Toowoomba QLD 4350 at 11:00am AEST on 11<sup>th</sup> October 2019. Any winner will be notified by telephone and in writing on 11<sup>th</sup> October 2019 and published on the Total Oil Australia homepage ([www.totaloil.com.au](http://www.totaloil.com.au)), on the same day at the Total Oil Australia Facebook page (<https://www.facebook.com/TotalAustralia>) 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 Total Oil Australia Privacy Officer in writing at 415 Riversdale Road Hawthorn East VIC 3123.
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. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Any information provided is not collected by Facebook.