Spin & Win Promotion! Terms & Conditions ("Conditions of Entry")

Schedule							
Promotion:	Spin & Win Promotion!						
Promoter:	Rental Car Holdings Pty Ltd ABN 33 129 240 268, Level 2, 12 Short Street, SOUTHPORT, QLD 4215, Australia. Pt 1800 028 881						
	For any inquiries regarding this Promotion, please contact the Promoter via marketing@eccr.com.au						
Promotional	Start date: 04/12/24 at 09:00 am AEDT						
Period:	End date: 28/02/25 at 11:59 pm AEDT						
Entry	Start date: 04/12/24 at 09:00 am AEDT						
Period:	End date: 07/03/25 at 11:59 pm AEDT						
Eligible	Entry is only open to Australian residents aged 18 or over. Only the registered driver of the rental vehicle is						
entrants:	eligible to enter the Promotion. For the sake of clarity, this Promotion is not open to corporate or business customers.						
How to	To enter the Promotion, the entrant must complete the following steps:						
Enter:							
	 a) make a booking for a hire car (directly via the Promoter's website or reservations team) and provide the requested personal details; 						
	 return the vehicle in accordance with the hire/rental conditions (during the Promotional Period); and follow the direct link sent to the entrant by email (upon return of the vehicle) and follow the prompts to play the spin the wheel game during the Entry Period. 						
	Emails will be sent out to eligible entrants approximately 3 – 5 working days after the vehicle is returned.						
	Entrants will be notified immediately if they are the provisional winner of an instant win prize and will automatically be entered into the Major Prize Draw.						
	For the sake of clarity, bookings through third party aggregators are not eligible for entry into this Promotion.						
Entries permitted:	Multiple entries permitted subject to the following:						
	a) limit one (1) entry will be allocated per eligible car hire (and per transaction);b) limit one (1) instant win prize per person (excluding SA); and						
	c) each entry must be submitted separately and in accordance with entry requirements.						
Total Prize	Up to AUD \$222,419.00						
Pool:							

Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize: The prize is the winner's choice of	1	Up to	Major Prize Draw: computerised random
the following options:		AUD\$16,169.00 (depending on	selection - 10/03/25 at 12:00 pm AEST
Option 1: a new MG 3 2024 with automatic		the prize	
transmission, including registration, compulsory		selected)	
third party insurance, stamp duty and dealer			
delivery charges (which may vary from State by State).			
OP			
<u>OR</u>			
Option 2: \$10,000 paid by direct deposit to the			
winner's nominated bank account			
Instant Win Prize 1: The prize is a \$500 Flight	20	AUD\$500.00	Instant Win

Centre gift card.			
Instant Win Prize 2: The prize is a \$500 East	250	AUD\$500.00	Instant Win
Coast Car Rentals credit.			
Instant Win Prize 3: The prize is \$250 Flight	50	AUD\$250.00	Instant Win
Centre gift card.			
Instant Win Prize 4: The prize is a \$100 EFTPOS	400	AUD\$100.00	Instant Win
gift card.			
Instant Win Prize 5: The prize is a \$100 fuel gift	50	AUD\$100.00	Instant Win
card (as determined by the Promoter).			
Instant Win Prize 6: The prize is a \$100 Flight	50	AUD\$100.00	Instant Win
Centre gift card.			
Instant Win Prize 7: The prize is a \$50	100	AUD\$50.00	Instant Win
Mastercard/Visa gift card.			
Instant Win Prize 8: The prize is a \$25	150	AUD\$25.00	Instant Win

Further Prize Details:

Major Prize:

- Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.
- The colour of the vehicle will be determined by the Promoter in its discretion, subject to availability.
- The winner must collect the prize from their nearest authorised MG dealership.
- If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
- If the cash prize is selected the winner must provide the details of an Australian bank account (in their name) to the Promoter in order for the prize to be provided.

Other Prizes:

- Any ancillary costs associated with redeeming any gift card or prize are not included. Any unused balance
 of any gift card will not be awarded as cash.
- Redemption of any prize is subject to any terms and conditions of the issuer.
- The \$500 East Coast Car Rentals Credit must be used within 12 months from the date the prize is awarded. The full \$500 credit must be applied at the time of booking. Any unused portion of the credit will be forfeited and cannot be redeemed at a later date or converted to cash.
- Flight Centre gift cards are not redeemable online. See https://help.flightcentre.com.au/s/article/about-gift-cards-au for terms and conditions of use.

Winner notification: Unclaimed Prizes:

The Major Prize Winner will be contacted via the contact details on file with the Promoter within seven (7) days of the draw. The winners of all prizes above \$250 will be published at www.eastcoastcarrentals.com.au by 24/03/25. Prizes must be claimed by 12/05/25 at 12:00 pm AEST. In the event of an unclaimed prize over the value of \$100,

the prize will be redrawn on 13/05/25 at 12:00 pm AEST at East Coast Car Rentals, East Coast Car Rentals Gold Coast Airport Branch, 3 Karana Street, Tugun QLD 4224, Australia. The winner(s) of the redraw will be notified via the contact details on file with the Promoter within seven (7) days of the redraw. The winners of prizes above \$250 will be published at www.eastcoastcarrentals.com.au on 27/05/25.

If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at www.eastcoastcarrentals.com.au.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries will be accepted during the Entry Period. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

5. Major Prize Draw:

- a) The Major Prize Draw will take place at East Coast Car Rentals, Airport Branch, 3 Karana Street, Tugun QLD 4224, Australia at 12:00 pm AEST on 10/03/25 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - ii) The Promoter may draw reserve winners in the event an ineligible entry or entrant is drawn.
- b) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

6. Instant Win:

- i) Winners will be notified immediately if they have won by display of the message "Legend! You're an instant winner. Your prize has been recorded. Keep an eye on your inbox. We will email your prize details to you within the next 7-14 days! Thanks for choosing East Coast. See you next time!" on screen.
- ii) Prizes will be sent to winners via email within 7-14 working days.
- iii) By the end of the Promotional Period, all prizes from the advertised prize pool will be distributed and all existing claims, unless due to fraud or ineligibility, for prizes and entitlements will be met notwithstanding that the advertised prize pool has been exceeded and printing errors and other quality control matters will not be used as a reason for refusing payment of prizes. Winners of an instant win prize are determined by chance.
- 7. All reasonable attempts will be made to contact the draw winner.
- 8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at www.eastcoastcarrentals.com.au/privacy/. The Promoter collects personal information about entrants to enable

them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.

- 15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
- 16. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
- 19. 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 and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
- 22. 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 or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
- 23. The winners will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 24. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
- 25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 27. Authorised under: ACT Permit No. TP 24/02829, NSW Authority No. TP/04009 and SA Permit No. T24/2169.