Europcar Australia Despicable Me 3 Competition Schedule

GENERAL	
Promotion Name	Despicable Me 3 Competition
Promoter's Details	Name: CLA Trading Pty Ltd (trading as Europcar Australia) Address: 189 South Centre Road, Tullamarine, VIC 3043 ABN: 81 082 220 399 Privacy Policy: www.europcar.com.au/EBE/module/render/security-and-privacy-policy
Promotional Period	The Promotion starts at 09:00 (AEST) on Friday 5 May 2017 and closes at 23:59 (AEST) on Thursday 8 June 2017. No entries will be accepted after this time.
ENTRY DETAILS	
	 To enter, entrants must, during the Promotion Period: A. Book a rental vehicle with Europcar via the Europcar website <u>www.europcar.co.nz/dm3</u> or B. Book a rental vehicle with Europcar via the Europcar Guest Contact Centre on 13 13 90 and quote the promotional code word "DespicableMe3"
Entry Instructions	The entrant will be the named driver on the rental agreement.Each valid entrant who has entered the competition during the Promotion Period will be entered into the draw.One (1) Bonus Entry to the Promotion will be granted to Europcar Privilege members who submit valid entries during the Promotional Period.

Entry Restrictions	Entry is open to all New Zealand residents aged twenty-one (21) years or older. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter.
Maximum Number of Entries	Maximum number of entries is one (1) entry per booking / rental agreement number.
WINNER DETERMINATION	1
Minor Prize Draw Details	Method:Random Electronic SelectionDate:Friday 9 June 2017Time:12:00 (AEST)Winners:60If any particular draw is scheduled on a public holiday, the drawwill be conducted on the following business day.
Major Prize Draw Details	Method:Random Electronic SelectionDate:Friday 9 June 2017Time:12:00 (AEST)Winners:1If any particular draw is scheduled on a public holiday, the drawwill be conducted on the following business day.
PRIZE DETAILS	
Minor Prize(s)	There are 60 Minor Prizes to be won during the Promotion Period. Each Minor Prize is 1 x Family Pass (up to four (4) people being two (2) adults and two (2) children under 12 years) to see

	Despicable Me 3 the movie at participating cinemas valued at
	\$80 (AUD) each.
Major Prize(s)	There is 1 Major Prize to be won during the Promotion Period.
	Each Major Prize is a family trip to the DESPICABLE ME Premiere in Auckland valued at \$3,600 (AUD). The Major Prize includes:
	 Return economy airfares for a family of up to four (4) (up to four (4) people being two (2) adults and two (2) children under 12 years) from their closest capital city airport in New Zealand to Auckland. Two (2) nights' accommodation in a four star hotel
	 VIP Premiere tickets for a family of four (4) (up to four (4) people being two (2) adults and two (2) children under 12 years) on Sunday 18 June 2017, which includes a candy bar package and exclusive entertainment before the film.
	Only one (1) prize per entry is permitted.
Prize Terms	Prizes are subject to the terms and conditions as imposed by the provider of the prize, including period of validity and expiry, or any booking or redemption time frames.
	Once dispatched, the Promoter is not liable for any damage (whether lost, stolen, forged or tampered with) or delay occurring in the transit of prizes.
	The prize is not transferrable to any other person, and is not redeemable for cash or an alternative prize.
Total Prize Pool	The total Minor Prize pool is valued at \$3,200 (incl GST) The total Major Prize pool is valued at \$3,600 (incl GST) The total overall Prize Pool is valued at \$6,800 (incl GST).

NOTIFICATION / VERIFICATION / DELIVERY		
Notification	Winners will be notified in writing within two (2) days of the draw	
Verification Requirements	 Entrants and winners may, at the discretion of the Promoter, be required to: 1. Provide proof of identity, age and residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion; and 2. Send their Proof of Purchase (for all entries submitted during the Promotion Period) or any unique identifiers to the Promoter to verify that the prize should be awarded. If an entrant/winner fails to provide Proof of Identity or Proof of Purchase by the time and date stipulated by the Promoter, their 	
Delivery Date / Prize Claim	 entry/prize claim will be deemed invalid at the Promoter's discretion. All Major Prizes must be claimed by 17:00 (AEST) on Tuesday 13 June 2017. The Promoter takes no responsibility for an incorrect postal address being provided by the entrant. The Promoter is also not liable for any prize that has been lost, stolen, damaged or tampered with in any way after it has been despatched. 	
Unclaimed Prize Draw(s)	The Promoter will conduct an unclaimed Major Prize Draw at 10:00 (AEST) on Wednesday 14 June 2017 to award any prizes that remain unclaimed. Winners of the unclaimed prize draw will be notified in writing within two (2) days.	

Europcar Australia Despicable Me Competition Terms and Conditions

- 1. Participation in the Promotion constitutes acceptance of these Terms and Conditions (including the Schedule). Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise.
- 2. The competition will be advertised in the following locations:
 - a. Email communication
 - b. Outdoor media
 - c. In station
 - d. Europcar homepage and deals page
 - e. Social media
 - f. Radio

Entry

- 3. Entry to Promotion is open to residents who meet the Entry Restrictions.
- 4. The Promotion will be conducted during the Promotion Period. To enter, entrants must comply with the Entry Instruction during the Promotion Period. Any entry must be made personally. No entry made by a third party on behalf of an entrant will be valid.
- Entry is valid for bookings that include completed rentals between 09:00 (AEST) on Friday 5 May 2017 and 23:59 (AEST) on Friday 23 June 2017 ("Travel Period"). Black-out dates apply.
 - a. If the booking is cancelled or refunded at any time during the Travel Period then the entry will be deemed invalid.
 - b. If you enter the Promotion but no longer wish to participate, please email <u>social.au@europcar.com</u> and you will be removed from the Promotion.
- 6. Entrants in the competition may enter up to the Maximum Entries. Entries must be submitted in accordance with the Entry Instruction.

- 7. Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed received at the time of receipt into the relevant database. The Promoter accepts no responsibility for any late, lost or misdirected entries.
- 8. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
- 9. The Promoter reserves the right to verify identity as per the Verification Requirements. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 10. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity or other defamatory statements. The Promoter reserves the right to disqualify any entrant or winner, who breaches these Terms and Conditions, tampers with the entry process, engages unlawful, fraudulent, misleading or deceptive behaviour (including any behaviour calculated to jeopardise the fair and proper conduct of the promotion), or damages the goodwill or reputation of the Promoter. This includes, but is not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases. Inaudible, illegible, incomprehensible and incomplete entries will also be deemed invalid.
- 11. Competition Terms and Conditions can be found at www.europcar.co.nz/dm3
- 12. Car rental account use is subject to the Promoter's standard rental Terms and Conditions available at www.europcar.co.nz

Prizes

- 13. The prize(s) are specified in the Prize Details, and subject to Prize Terms (including those specified below). Total prize pool is also specified in the Schedule.
- 14. Prize value(s) are based upon the recommended retail price at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the final prize redemption date.

- 15. All costs associated with a prize, which are not expressly included in the Schedule as an element of the prize, are the responsibility of the winner. These costs may include spending money, transfer costs, taxes, insurance, or visa costs.
- 16. The Major Prize Winner and travelling companions and are responsible for all other expenses including spending money, meals, drinks, transfers unless specified, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- 17. The Major Prize Winner and travelling companions must travel at the same time, must depart from the same New Zealand Capital City and are responsible for transport from their residence to their nearest New Zealand Capital City for flight departure.
- 18. Prize winners who reside in New Zealand will be awarded the major premier prize in Auckland. If the Major Prize Winner is a resident of the same city where the premier will be held, the travel element of the prize will be forfeited and will not be replaced.
- 19. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
- 20. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
- 21. It is the traveler's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travelers.
- 22. Travel must be taken at the time specified by the Promoter. If the Major Prize Winner and their travelling companions are, for any reason, unable to travel on a nominated date, or do

not take an element of the prize will be forfeited by the Major Prize Winner. Cash will not be awarded in lieu of the prize or element thereof.

- 23. Travel is subject to hotel and flight availability and cannot be changed once the booking has been made.
- 24. The Promoter and the Sponsor make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government and local consular offices.
- 25. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to law.
- 26. It is a condition of accepting the prize that the winner must comply with all conditions of use of the prize and any other requirements, or terms, imposed by the supplier of the prize.
- 27. Entrants acknowledge and agree that there may be inherent risks in the Promotion or the prize. Participation in either may involve participation in dangerous activities. By entering this Promotion and accepting the prize, entrants accept the risk for themselves and their companion(s).
- 28. The prize must be booked and completed as specified by the Promoter or by the supplier of the prize. Any travel provided as part of the prize must be taken on dates specified by the Promoter. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers.
- 29. The winner(s) and travelling companion(s) must depart and return at the same time, at the same capital city, using the same air carrier, and remain responsible for transport from their residence to the nearest capital city for flight departure. The winner(s) and travelling companion(s) are responsible for ensuring that they have all necessary travel insurance (if not included in the prize) and documents (passports or visa) to travel to the relevant place(s). The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred will be the sole responsibility of the winner.
- 30. The Promoter, and any agencies or companies associated with this Promotion, make no representation as to the safety conditions, political conditions, or other issues that may exist at any destination.

Determination and Notification

- 31. The winner(s) will be notified, and their name(s) and State/Territory of residence will be published as per the Schedule. The Promoter and the companies/agencies associated with the Promotion may also publish the name and State/Territory of residence of winner(s) on their website(s) and in trade publications.
- 32. The prize(s) will be awarded to the person named in the valid entry or entries randomly drawn. In the event of any dispute, the prize will be awarded to the account holder of the entry mechanism used to submit the entry.
- 33. Should an entrant's contact details change during the Promotional Period, it is the entrant's sole responsibility to notify the Promoter.

Claiming Prizes

- 34. Prizes must be claimed by the Prize Claim Date in accordance with instructions set out in the Schedule. If a prize is not accepted or claimed by that Prize Claim Date, the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Draw details specified in the Schedule, subject to any directions given by relevant authorities. Winners of unclaimed prizes will be notified in accordance with the Schedule.
- 35. In the event (for any reason) a winner does not take, or participate in (due to any issues including travel), an element of the prize at the time stipulated by the Promoter, then that prize will be forfeited and cash will not be awarded in lieu of that element of the prize.

Other Terms

- 36. The Promoter is not liable for any tax implications that may arise from the prize winnings.
- 37. The winner agrees to participate, as reasonably required, in media editorial requests relating to the prize, including being interviewed, photographed and filmed.

- 38. All entrants hereby consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film, and/or recording of the same) in any media for an unlimited period without remuneration for the purposes of promoting this competition, and any products or services supplied by the Promoter.
- 39. It is a condition of accepting the prize that the winner (or their legal guardian) may be required to sign a legal release in a form determined by the Promoter, in its absolute discretion. If the legal release is not signed within the time specified, the relevant entry will be deemed invalid. Where such occurs, the Promoter may determine a new winner in accordance with the arrangements specified in the Schedule (Unclaimed Prize Draws).
- 40. The Promoter, and agencies or companies associated with this Promotion will not be liable for any loss or damage whatsoever which is suffered (including indirect or consequential loss) or for any personal injury suffered or sustained in connection with a prize except for any liability which cannot be excluded by law.
- 41. The Promoter, and their associated agencies and companies is not liable for (including any costs) any error, omission, interruption, deletion, defect, delay in operation or transmission, network failures, tampering, unauthorised intervention, fraud communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and any cause beyond the control of the Promoter, and reserves the right to take any action that may be available.
- 42. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to properly proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, computer virus, fraud, tampering, unauthorised intervention, or technical failure, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the competition, subject to direction of the relevant authorities.
- 43. All entries become the property of the Promoter. The Promoter (and its agents) collect, hold, and use the personal information of entrants for the purpose of conducting this competition, and for future promotion of the Promoter's goods and services in accordance with the Promoter's Privacy Policy.

- 44. The Promoter may disclose entrants' personal information to companies connected with this Promotion and to State/Territory authorities. If the entrant does not agree with the collection, use, holding or disclosure of their personal information, they must not enter this competition. If the entrant no longer consents to their details being used, or wish to update, modify or delete their details, the entrant should contact the Promoter.
- 45. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the competition, the Entrant is taken to consent to Europcar Australia's privacy policy which contains information, among other things, about how the Entrant may access personal information that is held by Europcar Australia about them and seek correction of such information.

See <u>http://www.europcar.com.au/EBE/module/render/security-and-privacy-policy</u> to view Europcar Australia's APP Privacy Policy in full. The Promoter's APP Privacy Policy also contains information about how the Entrant may complain about a breach of the APPs, or a registered code that is binding on the Promoter's organisation and how Europcar Australia will deal with such complaints. The Promoter generally does not give an Entrant's personal information to anyone outside of Australia or New Zealand.

- 46. Universal Pictures International Australia is bound by the APPs. Your information will be handled in accordance with Universal Pictures' Privacy Policy. A copy of Universal Pictures' Privacy Policy can be accessed at http://www.nbcuniversal.com/privacy. Universal Pictures' Privacy Policy can be accessed at http://www.nbcuniversal.com/privacy. Universal Pictures' Privacy Policy explains how you may access and seek correction of the information Universal Pictures' holds about you. Universal Pictures' Privacy Policy also explains how you may complain about the manner in which Universal Pictures has collected or handled your information and how Universal Pictures will investigate and respond to your complaint.
- 47. The Promoter is CLA Trading Pty Ltd (trading as Europcar Australia) (ABN 81 082 220 399) of 189 South Centre Road, Tullamarine, Victoria 3043, Australia.
- The Sponsor is Universal Pictures International Australia Pty Ltd (ABN 44 122 951 099) of 1 Munn Street, Millers Point, New South Wales 2000, Australia