

EUROPCAR FREE HOTEL CREDIT PROMOTION (“PROMOTION”)

TERMS & CONDITIONS

1. The Promoter is Europcar Australia Pty Ltd, ABN 17130760566 of 189 South Centre Road, Melbourne, VIC, 3043, referred to herein as 'Europcar' ("**Promoter**").
2. The Promotion is administered by TLC Marketing Worldwide Asia Pacific Pty Ltd, ABN 75 622 802 180, Level 13, 333 George Street, Sydney NSW, 2000, Australia ("**TLC**"). All correspondence regarding this Promotion should be directed to this address.
3. Instructions on how to enter and claim form part of these terms and conditions.
4. Participation in this Promotion is deemed acceptance of these terms and conditions by entrants both in their own capacity and on behalf of any Child that participates in a Reward.

CONDITIONS OF ENTRY

5. This Promotion is only open to customers who directly book with Europcar via the dedicated landing page. Residents aged 18 years and over. Employees (and their immediate families) of TLC and the Promoter and agencies associated with this Promotion are ineligible to participate in this Promotion. 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.

KEY DATES

6. The Promotion is open for Qualifying Purchases made between 12.01am AEST on 01/04/2019 and until stock lasts. ("**Purchase Period**").
7. Customers will receive their \$200 Credit for Travel Voucher in the form of a unique code, within 48 hours. ("**Unique Code**")Codes are valid for 12 months from date of issue.

HOW TO ENTER

8. To be eligible to participate in the Promotion, entrants must:
 - Book online at www.europcar.com.au for 3 nights of more of car hire (via the deal section)or www.europcar.com.au/hotelcredit
 - Book via phone quoting the relevant promotional code
 - Credit is only eligible to those who complete the vehicle rental. If the vehicle rental is cancelled or customer does not show to collect rental then the voucher code will be voided.
 - Eligible Customers will receive an email with the code, link to the promotional website www.europcarcreditfortravel.com.au and details on how to redeem their reward within 48 hours of booking the hire car.

9. To redeem, entrants must then:
 - Upon receiving their Unique Code, entrants can access their reward by entering their unique code via this link, www.europcarcreditfortravel.com.au,
10. Multiple claims permitted, subject to the following: (a) Qualified Customers may only claim one (1) Reward per Qualifying Purchase; (b) each claim must be submitted separately and in accordance with these terms and conditions; (c) only one (1) Unique Code per claim is permitted; (d) the same Unique Code cannot be used more than once; (e) unrecognised codes will be deemed invalid;

CONDITIONS ATTACHING TO THE REWARD:

Your Credit For Travel code provides you specific dollar amounts of savings off of the retail pricing for hotels and other travel products and services (the "Products") offered on www.europcarcreditfortravel.com.au, ("Website"). In order to use your savings dollars, you must activate it by entering the code provided on your welcome email. By using your savings dollars, you agree to abide by this Terms of Use policy ("Policy"). This Policy, which is also posted on the Website, may change from time to time. You also agree to abide by the posted terms and conditions for each Product offered on the Website ("Product Terms"). Product Terms may also appear on your purchase confirmations. Product Terms vary and are subject to change by Product providers.

HOW IT WORKS:

11. Follow the directions on your card or welcome email to activate your savings code. The face value of your code will be deposited to your account ("Savings Bank").
12. The dollar amount of savings off retail pricing is displayed on the Website with each Product offered ("Savings"). Savings are subject to change without notice. Only the Savings posted at the time a reservation is booked and paid for will be honoured.
13. When making a reservation on the Website, you will see the retail price reduced by the Savings. You will pay the reduced price displayed to complete your reservation.
14. After you book and pay for your reservation, the dollar amount of the savings will be deducted from your Savings Bank. The dollars remaining in your Savings Bank can be used for other reservations until your Savings Bank balance is zero.
15. Once a reservation is booked and paid for, it cannot be changed or modified, but, it may be cancelled if permitted under the Product Terms. Cancelled reservations may incur a cancellation fee. Any Savings used for the cancelled reservation cannot be re-deposited into your Savings Bank.
16. You can continue to use your Savings Bank to reduce the retail cost of reservations until your Savings Bank has been used leaving a zero balance or the expiration of your code(s) amount, whichever occurs first.
17. For Customer Service regarding savings dollars or booked reservations, please log into the Website and click on "View Reservations" located in the "My Account" section, or use the form on the "Contact Us" page on www.europcarcreditfortravel.com.au.

GENERAL TERMS:

18. Customers must be 18 years of age or older to register a code and use the Website.
19. You are responsible to pay for any costs not included in the Product price such as government taxes and fees imposed by providers. You are also responsible for any expenses you incur while using the Products you purchased on the Website and for purchases made outside the Website, including but not limited to transportation, meals, gratuities, telephone calls, room service and incidentals.
20. Savings codes have no value except when used in accordance with this Policy. Savings codes are not gift certificates, nor credit nor debit cards, or prepaid vacation vouchers.
21. Savings codes have no cash surrender value, credit value or other implied value.
22. Savings codes will not be replaced if lost, stolen, damaged or expired.
23. You can give your savings code to friends or family prior to activation, but once activated, only the person on the account can use the savings
24. Any suspected or actual abuse of the Policy or Product Terms may result in immediate deactivation of Customer's savings passport(s) and savings bank without warning or notice, cancellation of any purchased Products, chargeback to Customers for fees and charges incurred by Credit For Travel or its suppliers due to Customer's abuse.
25. You who make use of the savings codes and the Products agree to indemnify and hold harmless Credit For Travel, its owners, affiliates, agents, contractors, assignees and designees, from any and all claims, liability and responsibility for damages, expenses, inconvenience, dissatisfaction, injury, accident, death or damage to any persons or property whatsoever, arising from or related to the use of the savings codes or Products. Credit For Travel makes no warranty of any kind with respect to the Products offered by provider. Credit For Travel shall not be liable or responsible for delays or cancellations due to weather or mechanical breakdowns, war, acts of God or any other matters beyond its reasonable control. Credit For Travel assumes no responsibility for any verbal or written representation about savings codes by any distributor, or third party other than what is expressly written in the Policy and Product Terms. If any conflict arises between this Policy and the Policy posted on the Website, the Website shall take precedence.
26. Offer not valid where prohibited or restricted.
27. If unique credit code has been redeemed and used and the car rental booking is cancelled or has a no-show, the promoter has the right to cancel the use of that promotion code. A \$200 fee will also be incurred if voucher is redeemed and if the customer cancel's their vehicle rental.

OTHER GENERAL TERMS & CONDITIONS

27. If there is a dispute as to the identity of a Qualified Customer, TLC or the Promoter reserves the right, in their sole discretion, to determine the identity of the Qualified Customer.
28. The Promoter or TLC reserve the right to request Qualified Customers to provide proof of identity in order to claim the Reward. Identification considered suitable for verification is at the discretion of TLC or the Promoter. In the event that a Qualified Customer cannot provide suitable proof, the

Qualified Customer will forfeit the Reward in whole and no substitute will be offered.

29. The Promoter and TLC's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.
30. Incomprehensible, indecipherable and incomplete entries / proof of purchase may at TLC's discretion be deemed invalid and not eligible for Reward.
31. The Reward is personal to each Qualified Customer and Child, and cannot be exchanged, transferred, shared or assigned in any manner. Rewards cannot be used or redeemed in conjunction with any other Promotion.
32. Promotion is available online only and therefore access to the internet is required to participate in this Promotion. Any cost associated with accessing the promotional website is the Qualified Customer's sole responsibility and is dependent on the Internet service provider used by the Qualified Customer.
33. The Promoter (including its directors, officers, employees and agents) and TLC reserve the right, at any time, to verify the validity of claims and the Qualified Customer (including a Qualified Customer's identity, age and place of residence) and reserve the right, in their discretion, to disqualify any individuals who they have reason to believe has breached any of these terms and conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's and TLC's discretion. The Promoter's and TLC's legal rights to recover damages or other compensation in such circumstances are reserved.
34. Failure by the Promoter or TLC to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoter's and TLC's legal rights to recover damages or other compensation arising as a result of such conduct are reserved.
35. The Promoter (including its directors, officers, employees and agents), TLC, its respective agents, Reward providers and distributors are not liable for lost, stolen or damaged Rewards, and to the extent permitted by law do not make any contractual promise or representation regarding the quality and/or availability of the services offered and cannot be held liable for any resulting personal loss or damage.
36. The Reward is subject to availability. If the Reward is unavailable, for whatever reason, TLC reserves the right to substitute the Reward for a Reward of equal or greater value and/or specification, subject to any written directions from a regulatory authority.
37. The Promoter or TLC reserve the right to vary the terms of the Promotion at any time and to withdraw the Promotion without notice.
38. In the event that for any reason whatsoever a Qualified Customer does not take or claim a Reward (or an element of a Reward) at or by the time stipulated by the Promoter or TLC, then that Reward (or that element of the Reward) will be forfeited by the Qualified Customer and cash will not be awarded in lieu of that Reward (or element of the Reward).
39. Except for any liability that cannot be excluded by law, the Promoter (including its directors, officers, employees and agents), TLC and the Reward providers (including their respective officers, employees and agents) are not responsible for and exclude all liability (including for negligence) for: any personal injury, death or harm suffered by a Qualified Entrant or any Child or other person who redeems the Reward (and Qualified Entrant releases

Promoter and TLC from any such liability – including on behalf of the Child and any other person who redeems the Reward); or any loss or damage (including loss of opportunity), whatsoever, whether direct, indirect, special or consequential, arising in any way out of:

- i. any technical difficulties or equipment malfunction (whether or not under the Promoter's or TLC's or Rewards provider's control);
 - ii. any theft, unauthorised access or third party interference;
 - iii. any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or TLC or Rewards provider) due to any reason beyond the reasonable control of the Promoter or TLC or Rewards provider;
 - iv. any variation in Reward value to that stated in these terms and conditions;
 - v. any tax liability incurred by a Qualified Customer or claimant; or
 - vi. the use and/or taking of a Reward.
40. Should a Qualified Customer's contact details change during the Promotion, it is the Qualified Customer's responsibility to notify TLC. A request to access or modify any information provided in claim/entry should be directed to TLC.
41. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason, including by outside act, agent or event that is beyond the reasonable control of the Promoter and TLC, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter or TLC reserves the right, in their sole discretion, to the fullest extent permitted by law:
- i. to disqualify any Qualified Customer; or
 - ii. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
42. The terms of the Reward are as stated in these terms & conditions and no other representations (written or oral) shall apply. Nothing in these terms affects any statutory rights a Qualified Customer may have including under the Australian Consumer Law.
43. The entrants consent to the Promoter and TLC using and disclosing their personal information and that of their Child, such as their name, likeness, image and/or voice in the event they are a successful Qualified Customer (including photograph, film and/or recording of the same) in any media for an unlimited period and without remuneration for the purpose of promoting this Promotion (including any outcome) or any further Promotion, and promoting any products manufactured, distributed and/or supplied by the Promoter or TLC.
44. Personal information (PI) is being collected by TLC and the Promoter in order to conduct this Promotion. For this purpose, TLC and the Promoter may disclose PI to third parties, including but not limited to their employees, agents, contractors, service providers, suppliers and, as required to under any applicable law, to regulatory authorities. Participation is conditional on a claimant providing TLC and the Promoter this PI. TLC will use and handle personal information as set out in its Privacy Policy, which can be viewed at <http://www.tlcmarketing.com/uk/Legal#au>. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.europcar.com.au/privacy-policy>. Each Privacy Policy also contains information about how Qualified Customers may opt out, access, update or correct their PI, how Qualified Customers may complain about the

treatment of their PI, and how those complaints will be dealt with, subject to the consent that a claimant provides above at clause 43 above. The Promoter and TLC may disclose personal information to entities outside of Australia (for a list of countries, see the Promoter's or TLC's Privacy Policies).