

Competition Terms and Conditions

Game of Chance

Europcar 1 Million Points Promotion

General

1. Information on how to enter this Promotion, mechanics of entry and prizes form part of these Conditions of Entry. Entry into this Promotion is deemed acceptance of these Conditions of Entry by each Entrant.
2. Entry is open to Australian and New Zealand residents aged 18 years and over who book a vehicle with Europcar between Wednesday, 1 August 2018 and Sunday, 30 September 2018 for travel during Wednesday, 1 August 2018 to Monday, 31 December 2018 (**Travel Period**). The Promoter is CLA Trading Pty Ltd (trading as Europcar Australia) (ABN 81 082 220 399) of registered address 189 South Centre Road, Tullamarine, VIC 3043.
3. The directors, officers, management and employees (and their immediate families) of CLA Trading Pty Ltd (trading as Europcar Australia) ("The Promoter"), Velocity Frequent Flyer Pty Ltd, Engage Australia Digital Pty Limited, and their associated agencies and companies are not eligible to enter this Promotion.
4. The Promotion commences at 00:01 am AEST on 01 August 2018 and ends at 11:59 pm AEST on 30 September 2018 (**Promotion Period**).

Entry

5. Subject to clause 8 to enter the Promotion, entrants must Book a rental vehicle with Europcar via the Europcar website www.europcar.com.au or www.europcar.co.nz between 00:01 (AEDT) Wednesday 01 August 2018 and 23:59 (AEDT) Sunday 30 September 2018; or via calling the Europcar Guest Contact Centre on 1300 13 13 90 (AU) or 0800 800 115 (NZ).
6. During the Promotion Period, Entrants will earn an entry for every Eligible Rental booking with Europcar Australia. Entrants must:
 - a. book a rental vehicle in Australia or New Zealand with Europcar via Europcar websites www.europcar.com.au / www.europcar.co.nz or via calling the Europcar Guest Contact Centres on 1300 13 13 90 (AU) / 0800 800 115 (NZ) during the Promotional Period that includes a rental pickup between Wednesday, 1 August 2018 to Monday, 31 December 2018 and;
 - b. be the named driver of the car rental agreement
7. One (1) Eligible Rental equates to one (1) valid entry. There is no limit to the number of entries per person for the duration of the Promotion Period.
8. An eligible rental includes; any passenger, prestige, specialty or commercial vehicle booked directly with Europcar within the Promotional Period.

9. Entries will be deemed accepted at the time of the Entrant books the rental vehicle. Entries received will be considered final by the Promoter.
10. If a booking is cancelled or refunded at any time, then the entry or entries will be deemed invalid.
11. Illegible, incomprehensible and incomplete entries will be deemed invalid.
12. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
13. If you enter the Promotion but no longer wish to participate, please email: social.au@europcar.com and you will be removed from the Promotion.
14. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.
15. Any entry that is made on behalf of an Entrant by a third party will be invalid.

Drawing Winners

16. The winner must hold a valid Velocity Frequent Flyer membership or signup to become a member.
17. The draw will be conducted at 3.00pm AEST on Thursday, 04 October 2018 at Engage Australia Pty Limited, Level 8, 56 Clarence Street, Sydney, NSW 2000
18. The Major Prize Winner will be notified by phone two (2) days after the draw and in writing seven (7) days after the draw where further contact information and details will be requested including, but not limited to, full name, phone, email, and address and have their name published in the Public Notices section of The Australian on Wednesday, 10 October 2018.
19. If a prize is not claimed within three (3) months of publication, a redraw will be conducted. If required, the redraw will be conducted on Friday, 04 January 2019 at 3:00 pm AEST at Engage Australia Pty Limited, Level 8, 56 Clarence Street, Sydney, NSW 2000.
20. A redrawn Winner will be notified by phone two (2) days after the draw and in writing seven (7) days after the draw where further contact information and details will be requested including, but not limited to, full name, phone, email, and address and have their name published in the Public Notices section of The Australian on Thursday, 10 January 2019.
21. Entries not fully complying with these Conditions of Entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these Conditions of Entry, the entry will be discarded, and the relevant prize will be re-awarded in accordance with the relevant clause of these Conditions of Entry as if the discarded entry had not been received.
22. All decisions of the Promoter are final, and no discussions or correspondence will be entered into.

23. This is a game of chance and skill plays no part in determining the outcome.

Prize

- 24. There is one (1) Major Prize to be won in total, comprised of 1,000,000 Velocity Frequent Flyer Points.
- 25. Total prize pool has an estimated value of \$37,000 AUD (excluding GST). The prize is not exchangeable and cannot be taken as cash.
- 26. The issuance of 1 million Velocity Frequent Flyer Points will not be awarded to the winner's Velocity account (Velocity account must match the details of both the prize winner and the Europcar rental agreement) until completion of the Europcar rental associated with the prize draw. The points will be credited to the winner's account within 28 days of complying with all competition terms and conditions.
- 27. Use of points is subject to the Velocity Members Terms and Conditions, which are located on the Velocity Frequent Flyer website at <https://www.velocityfrequentflyer.com/content/TermsConditions/>.
- 28. The prize will be awarded to the Entrant named in the entry.

Contacting the Entrant

- 29. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 30. By accepting the prize, Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed. Winners will not be entitled to any fee for participating in these activities.

Intellectual Property

- 31. The Promoter may want a Winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the prize to a Winner, the Winner permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the Winner will not be entitled to any fee for such use.
- 32. The Promoter reserves the right to request that a Winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.

Tax

33. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by a winner, an Entrant or their employer in regards to any connection with participating in the Promotion or the receipt or use of any prize.
34. Winners will be required to pay any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the prize.
35. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a prize.
36. The Promoter does not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the prizes.
37. The valid entry drawn will win 1,000,000 Velocity Frequent Flyer Points which may be redeemed for goods and services with an estimated value of \$37,000. Velocity Points will be allocated to the Velocity Member's Account only once the Promoter has verified that the Prize Winner can provide valid Velocity Frequent Flyer account details for the prize Points issuance. Value is based on a sample of the Velocity Frequent Flyer Points options that could be obtained by redeeming the prize through the Velocity Frequent Flyer Points program at the time of this Promotion (as more fully defined in the terms and conditions of the Velocity Frequent Flyer Points program which can be viewed at www.velocityfrequentflyer.com). The estimate of value is provided for the purposes of licensing this promotion only – the value of the Velocity Frequent Flyer Points will vary depending on how and when they are redeemed by the winners through the Velocity Frequent Flyer Points program.
38. The Velocity Frequent Flyer Points can be redeemed through the Velocity Frequent Flyer Points program in several ways, in accordance with the terms and conditions of the Velocity Frequent Flyer Points program and Velocity Frequent Flyer store.
39. The Promoter, its agents and associate companies are not responsible for and exclude all liability (including negligence), for any variation in the prize value to that stated in these Terms and Conditions.

Legal

40. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion.

41. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
42. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any 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 disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to any written direction given under State Regulation.
43. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Promotion and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and (iv) acceptance and/or use of any prize (including but not limited to any component of a Winner's trip).
44. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
45. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
46. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
47. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion, but no further use of this information will be made without prior consent. 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 <http://www.europcar.com.au/EBE/module/render/security-and-privacy-policy> 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.

47. The promoter will be disclosing personal information to Velocity Frequent Flyer Pty Ltd (**Velocity**) and its related companies for the purpose of providing the prize to you. If Velocity cannot collect your personal information, it will not be able to provide you with a prize. Velocity may also disclose your personal information to and/or collect your personal information from its related companies (including Velocity Rewards Pty Ltd) and third parties who provide (or help the Velocity provide) products and services. Velocity may disclose your personal information to persons or organisations located in overseas countries, as described in the Velocity's Privacy Policy (<https://www.velocityfrequentflyer.com/content/Privacy/>). Velocity's Privacy Policy also states how you can seek to access or correct your personal information and how to make a privacy complaint. You can contact the Virgin Australia Group Privacy Officer at privacy@virginaustralia.com.
48. You consent to the Promoter using your personal information for future promotional and marketing purposes regarding the Promoter's products and services, including contacting the entrant via SMS and email messages (and you consent to receiving such messages from the Promoter). Information on how to opt-out from these messages is set out in the Promoter's Privacy Policy.
49. Entrant's personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
50. Authorised under permit numbers NSW: LTPS/18/26517, ACT: TP 18/01435, SA: T18/1320