

## “ARMOR ALL ULTRA SUPERCARS ESERIES PROMOTION”

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian and New Zealand residents
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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 1<sup>st</sup> cousin.

#### 5. HOW TO ENTER

5.1. Promotion commences at 9:00am AEST on 25/05/2020 and ends 8:00pm on 17/06/2020 (“**Promotional Period**”), however individual entries are restricted to three separate periods of entry, and a final race

5.1.1. Round One: Entries open at 9:00am AEST on 25/05/2020 and close at 6:00pm on 27/05/2020 (“**Round 1**”)

5.1.2. Round Two: Entries open at 9:00am AEST on 01/06/2020 and close at 6:00pm on 03/06/2020 (“**Round 2**”)

5.1.3. Round Three: Entries open at 9:00am AEST on 08/06/2020 and close at 6:00pm on 10/06/2020 (“**Round 3**”)

5.1.4. Final Race: 7:00pm AEST on 17/06/2020 (“**Grand Finale**”)

5.2. To enter Rounds 1, 2 and 3 individuals must visit the competition entry page located at <https://armorall.com.au/eseriespromotion> during that round’s entry window, select one driver, nominate what they think the winning lap time will be, provide their name, email address and contact phone number and agree to these terms and conditions of entry.

5.3. The Grand Finale is only open to the winners of Rounds 1, 2 and 3.

5.4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry 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 discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

- 5.5. Incomplete entries will be deemed invalid.
- 5.6. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
- 5.7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

6. DETERMINING A WINNER

6.1. Winners will be determined after each round on the dates and times in the table below. The judging will take place at Awaken Media, Level 1, 50 Miller Street, North Sydney, 2000, NSW.

Round	Entries Open	Entries Close	Judging
Round 1	9:00am AEST 25/05/2020	6:00pm AEST 27/05/2020	7:00pm AEST 27/05/2020
Round 2	9:00am AEST 01/06/2020	6:00pm on 03/06/2020	7:00pm AEST 03/06/2020
Round 3	9:00am AEST 08/06/2020	6:00pm on 10/06/2020	7:00pm AEST 10/06/2020
Grand Finale	n/a	n/a	7:00pm AEST 17/06/20

6.2. At the time of judging Rounds 1, 2 and 3, Supercars will provide the details of ARMOR ALL Pole Position win to The Promoter. Judges will determine the winner of each round by exporting a database of all entries for the respective round from the contesting software, Woobox. The entrant that chose the closest time to the winning lap-time, and also chose the winning driver will win that round. In the event that two or more people have nominated the winning time or are in the exact same range as the winning time, the prize will be awarded to the person that entered the promotion first. Timestamps for entry are provided by the contest platform, Woobox. The winners will be notified by phone call and email.

6.3. In the event that there are no entries that nominated the winning driver, the prize will go to the person who nominated the lap-time closest to the winning time, and who chose the second-place driver. Judges will continue down the list of drivers until a winner is able to be determined.

6.4. The winner of the Grand Finale will be determined by an online race of Garfield Kart – Furious Racer (**“The Game”**) on each round winner’s

Playstation 4 (**“PS4”**), which is to be provided by The Promoter to the winners at the conclusion of each round. The three finalists will race head-to-head in an online gaming room. The entrant that wins The Game, in accordance with The Game rules, will win the Grand Prize (**“Grand Prize”**)

6.5. This Promotion is a game of skill for entertainment purposes. There is no chance or mixed skill and chance in determining the winners.

6.6. The Promoter's decision is final and no correspondence will be entered into.

## 7. PRIZES

- 7.1. The winners for Round 1, Round 2 & Round 3 will each receive one (1) x PS4 PlayStation 4 500GB Console valued at \$439.00, one (1) copy of Garfield Kart: Furious Racing valued at \$59.95, and entry into the Grand Finale (**“Prize 1”**, **“Prize 2”** and **“Prize 3”**). The Prize will be couriered to the winner's home address once confirmed and will require a signature on delivery.
- 7.2. The winner of the Grand Finale will win \$1000 cash (**“Grand Prize”**). The prize will be paid to the winner by Visa or Mastercard debit card, which will be delivered to the winner's home address by certified mail.
- 7.3. If the winners of Prize 1, Prize 2, and Prize 3 are unable to take part in the Grand Finale then they will forfeit the prize in its entirety, which will be awarded to the next best entry in that same round. In the event the Prize 1, Prize 2, or Prize 3 winner does forfeit the prize they will be awarded one (1) x Armor All Gift Pack valued at \$100.53 instead. The Armor All Gift Packs will be delivered to the winner's home address once confirmed.
- 7.4. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
- 7.5. If for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 7.6. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
- 7.7. Total prize pool value is up to \$2496.85
- 7.8. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- 7.9. The participants in the Grand Finale must: (a) attend any appropriate briefings, and other requirements of the Promoter as determined by them in their absolute discretion; (b) not be under the influence of drugs or alcohol; (c) comply with all directions of the Promoter at all times; and (d) agree to have the race recorded along with their audio commentary. The Promoter, in their absolute discretion, at all times reserve the right to: (a) prevent any winner from participating in the Grand Finale if, at any time, they reasonably believe that the winner poses a safety risk or for any other reason; and/or (b) reschedule the Grand Finale if required. In the instance the Grand Finale is rescheduled a suitable time will be found for all participants and The Promoter

8. Entrants understand that The Race will be recorded and edited into a promotional video by The Promoter ("The Recording").
9. Entrants warrant and agree that: licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include RECORDINGS) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
10. Entrants consent to the Promoter using their 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 purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
11. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
12. 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 Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
13. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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) if the Superloop Adelaide 500 event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize/participation in the prize.

14. As a condition of accepting Prize 1, Prize 2, Prize 3 and Prize 4 the winner may be required to sign legal documentation as and in the form required by the Promoter / organisers in their absolute discretion including but not limited to a legal release and indemnity form. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
15. This promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram, Facebook, PlayStation or Garfield Kart: Furious Racing. Entrants understand that they are providing their information to the Promoter and not to any of these companies. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram, Facebook, PlayStation or Garfield Kart: Furious Racing. Instagram, Facebook, PlayStation nor Garfield Kart: Furious Racing will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
16. The Promoter is Energizer Australia Pty Ltd (ABN **91 003 539 026**) of **Level 2, 11 Murray Rose Avenue, Sydney Olympic Park, NSW, 2127**