

Terms and Conditions - Pirelli Prancing Horse Supercar Experience

TERMS AND CONDITIONS

Acceptance by you

- The Pirelli Prancing Horse Supercar Experience is provided by JAXQuickfit Franchising Systems Pty Ltd, Suite 301, Level 3, 154 Pacific Highway, St Leonards. NSW 2065 ABN 52 112 050 058 (the Promoter).
- The benefiting party is Pirelli Tyres Australia Pty Ltd, Level 10, 37 York St, Sydney, NSW, 2000, ABN 63 001 784 014
- The offer will be advertised in Participating Stores, on the <http://www.jaxytyres.com.au/> website, point of sale, various media including radio and online.
- These Terms and Conditions apply to the competition (including without limitation the information on how to enter and prize details, which we publish in relation to the competition). By entering the competition, you acknowledge that you have read and understood, and agree to be bound by these Terms and Conditions. IF YOU DO NOT ACCEPT THESE CONDITIONS YOU MUST NOT ENTER.
- The Promotion is open to residents of Australia, aged 18 years and over. Only one entry per qualifying invoice is permitted. Information on how to enter and prizes forms part of these Terms and Conditions.
- The Promotion commences at 12.01am AEST on 1st January 2019 and closes at 5pm AEST on 31st December 2019 ("promotion period"). Local store trading times apply and can be viewed at jax.com.au
- To be eligible to enter the Pirelli Prancing Horse Supercar Experience game of skill, you must visit a JAX Tyres store and purchase a minimum of 4 Pirelli passenger, SUV or light truck tyres during the promotion period. All four (4) tyres must be shown on the same invoice. Fleet, government, commercial and account customers are not able to enter.
- As a game of skill, customers must also answer a question in 25 words or less about the emotions they associate with JAX Tyres and Pirelli. Entries will be judged on their relevance, content and originality by a panel from JAX Tyres and Pirelli Tyres Australia head offices. Final redemptions will be received until the dates below:
Final entries received – received 30th September 2019 at 17:00 (AEDT) for those purchasing between January and August 2019. The winners will be judged by 15th October 2019 and advised via phone and email. Those purchasing from September to December 2019 have entries due by 30th May 2020 and will be judged by 15th June 2020.

- Entrants must keep a proof of purchase (invoice) which identifies the date of purchase, the 4 Pirelli tyres purchased and the tyre dealer where the 4 Pirelli tyres were purchased and list it along with their 25 words or less game of skill entry under the Promotions tab of the jaxtyres.com.au website.
- To enter you must:
 - i. Be over the age of 18 years. To drive the cars you must be over 25 years and under 75 years. If you win and are over 18 years but not between 25 and 75 years you can come along as a passenger and have a friend or relative between 25 and 75 years drive the vehicles
 - ii. Purchase any four (4) Pirelli tyres from a JAX Tyres store. All four (4) tyres must be shown on the same invoice
 - iii. Go to <http://www.jaxtyres.com.au> to register your details and complete the game of skill under the Promotions section of the site
- Multiple entries into the competition are permitted. Each entry must be accompanied by a unique invoice number with a qualifying purchase.
- 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.
- The prize is a drive experience for 4 groups of two people (selected from entrants across the 8 months sale period) each to the maximum value of \$4,000 including GST per couple including flights, one night accommodation, the experience and transfers. There are 4 prizes for each 8 month promotional period. Eg. 6 prizes for the 12 month calendar year
 - i. Return economy airfares for 2 adults per prize from the winners nearest capital city to a drive experience near a capital city such as Sydney, Melbourne, Adelaide etc including transfers to and from the event. The event may move to or be situated in another location as determined by JAX and Prancing Horse. If a flight is not required to reach the nearest capital city then this element of the prize is not awarded. The winner and their travelling companion will be responsible for making their way to and from the destination in this case.
 - Includes the option for a night's accommodation, some meals and activities near the experience destination.
- The prize must be taken by the winner on the date specified by the Promoter.
- In order to participate in the prize draw, the nominated drivers must be at least 25 years and less than 75 years of age and hold a current Australian driver's licence, which they have held for a minimum of 3 years. If the winner does not meet these criteria, the winner may award or transfer the prize to their nominated parent, guardian or friend. The winner could also attend and sit in the passenger's seat.
- The winners will be required to sign a waiver before commencing the Prancing Horse Ferrari Drive Day. The waiver will release JAXQuickfit Franchising Systems Pty Ltd & Pirelli from all liability and will also include additional information on insurance and excess fees. No insurance bond is required, however a maximum 'at-fault' insurance excess of \$10,000 applies (This may be reduced to \$5,000

by additional payment of \$220). Winning-participants must agree to all Prancing Horses terms and conditions available at www.prancinghorse.com.au/terms, which are subject to change

- Once booked, any changes made to the booking will incur a cancellation fee or amendment fee, at the cost to the winner. The winner must be available for travel on the specified dates, which cannot be changed.
- The prize does not include travel insurance, items of a personal nature, spending money, in-room charges, additional meals, or any other ancillary costs, unless otherwise specified.
- Prize must be taken in its entirety. All components of the prize must be taken together. All other ancillary and travel costs are the winners' responsibility. All additional costs incurred, whereby the prize winner wishes to make variations to the travel, are the winners' responsibility and must be booked separately by the winner.
- Itinerary to be determined by the Promoter. Subject to change and the terms and conditions of the participating prize provider(s), if for any reason any winner does not, once the prize has been booked, take the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Vehicles pictured or mentioned are as representative as possible but are subject to those owned by Prancing Horse at the time of the experience.
- If the prize or any part of the prize provided by the Promoter cannot, in the opinion of the Promoter, be provided for any reason, the Promoter reserves the right to provide an alternative travel prize or part of a prize (including to an alternative destination) to the same value, as that part of the prize being replaced.
- Prize values are correct at time printing (including GST).
- The Promoter will contact all prize winners in writing within 2 business days of the draw.
- If any of the major prizes remain unclaimed they are subject to the entry judged to be next in line to receive a prize.
- Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any services or products provided by the Promoter and their associated companies.
- It is the Entrant's responsibility to advise the Promoter of any change in personal details.
- If for any reason a winner does not take an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
- Prizes are subject to the standard terms and conditions of other individual prize and service providers including Prancing Horse Experiences.
- Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- The Promoter's decision is final and no correspondence will be entered into.

Disclaimers

- JAXQuickfit Franchising Systems Pty Ltd, Salmat Digital Pty Limited, Pirelli Tyres Australia Pty Ltd and their associated agencies and companies are not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in the competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, theft or destruction or unauthorised access to or alteration of entries.
- 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 to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions.
- Any form of automated entry using any other devices or software will be deemed to be invalid. We reserve the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these conditions.
- We are not responsible for lost, late, incomprehensible, poorly worded, bland or incorrect entries in the competition. We also accept no responsibility for any tax implications that may arise from prize winnings in the competition. You should seek Independent financial advice about such matters.
- In the event of war, terrorism, state of emergency, weather event, disaster or (without limitation) any other event outside our reasonable control, we are entitled to cancel, terminate, modify or suspend the competition - subject to any written directions from the various regulatory bodies responsible for supervising the conduct of the competition in Australia.
- If for any reason the competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, we are entitled in our sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition.
- As a condition of accepting the prize, the winner (and any companion/s) must sign any legal documentation in the form required by the Promoter in its absolute discretion including but not limited to a legal release and indemnity form.
- Prizes cannot be transferred or exchanged for other goods and services or redeemed for cash. Any element of a main prize which is unused will be forfeited and no compensation will be paid in lieu of that element of that main prize.
- Promoter accepts no responsibility for applications/receipts lost, delayed or damaged in the post. Proof of posting is not proof of delivery.
- By claiming the purchase entrants are deemed to accept these Terms and Conditions.
- The Promotion is not open to any employees, and their families, of the Promoter, any employees, and their families, or anyone professionally associated with the Promotion. Entry is open to all Australian residents. However, employees and their immediate families of any member of the JAX Group, Salmat Digital Pty Limited, Pirelli Tyres Australia Pty Ltd and their associated agencies and companies are not eligible to enter.

- If for any reason the Promotion is not capable of running as planned, the Promoter reserves the right to terminate, modify or suspend the Promotion.
- The Promoter collects personal information about you to enable you to participate in the Promotion. You understand that you are providing your personal information to the Promoter. To facilitate your participation and administering any prizes, the Promoter may disclose your personal information to other companies associated with the Promotion. No other use of your personal information will be made without your consent. If you do not provide your personal information, the Promoter will not be able to enter you into the Promotion. You are able to access, update or correct your personal information and any such request to access, update or correct your personal information should be directed to the Promoter at its address set out below. A copy of the Promoter's privacy policy may be obtained by contacting the Promoter.

Virus Warning

- In entering the competition, you assume the risks and responsibility for any loss, damage or consequence resulting directly or indirectly from viruses, damage or other defects.

Termination

- We may terminate or cancel your entry in the competition immediately in our reasonable discretion or if you breach any of your obligations under these conditions.

Your personal information

- As a result of you entering the competition, we will collect certain personal information about you, such as your email address. Read more about our privacy policy at <http://www.jax.com.au/privacy-policy>
- All entries and their content become the property of the Promoter for use as desired. By entering the competition, you are agreeing to receive further information from us delivered via email to the email address you use to enter the competition. If you wish to stop receiving this information, you may unsubscribe at any time using the unsubscribe facility included in each communication that we send you. We collect your information so that you can participate in the competition. If you do not give us the information, you cannot participate. We may use this information for the purposes of the conduct of the competition and the compilation of survey results and evidence. We may disclose this information to third parties who provide us with administrative services. This information will be stored at the office of the promoter. Australian residents can contact our Privacy Officer if you would like details of the personal information we hold about you at (02) 9964 4000.
- By entering the competition, you consent to us using and disclosing your personal information in these ways.

You indemnify us

- You release and agree to keep us indemnified from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by us, our directors,

employees, agents and representatives arising out of your entry in the competition or any claim by a third party arising from an act or omission by you.

Exclusions and our liability

- We shall not be liable for any loss or damage whatsoever which is suffered (including without limitation direct, indirect and consequential loss and damages) or for personal injury suffered or sustained as a result of entering or trying to enter the competition or accepting any prize offered as part of the competition, except for any liability which cannot be excluded by law.
- The law implies various conditions and warranties which might apply to us supplying goods or services to you. We exclude all of those conditions and warranties to the fullest extent permitted by law, including without limitation implied warranties of merchantability and fitness for a particular purpose.
- Provisions of the Trade Practices Act 1974 (Australia) and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any of those provisions apply, then to the extent permitted our liability under those provisions is limited as set out below.

Our liability in relation to goods we supply is limited at our option to:

- i. replacement of the goods or the supply of equivalent goods; or
- ii. repair of the goods; or
- iii. payment of the cost of replacing the goods or of acquiring equivalent goods; or
- iv. payment of the cost of having the goods repaired

Our liability in relation to services we supply is limited at our option to:

- i. the supplying of the services against; or
- ii. the payment of the cost of having the services supplied again

Failure to comply and severability

- We are not liable for any failure to comply with these conditions. If any part or provision in these conditions is found to be invalid, unenforceable or illegal for any reason, that part or provision shall be severed and the remaining provisions shall continue in full force.

Entire agreement and governing law

- These conditions constitute the entire agreement between you and us as to its subject matter. By entering the competition, you accept that this agreement is to be interpreted, and any disputes are to be determined by the courts having jurisdiction in New South Wales, in accordance with the laws in force in New South Wales from time to time, subject to any written directions from any regulatory authority

Participating Stores

Participating Stores are listed through the store locator function of the jax.com.au site and can be provided if required.