

Holden TribUTE Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Holden TribUTE			
Promoter:	General Motors Australia and New Zealand Pty Ltd ABN 84 006 893 232, 191 Salmon St, Port Melbourne, VIC 3207, Australia. Ph: 03 9647 1719			
Promotional Period:	Start date: 12/10/20 at 12:01 am AEDT End date: 30/06/21 at 11:59 pm AEST			
Eligible entrants:	<p>Entrant Group 1 – Retail Customers Entry is only open to Australian and NZ residents who are 18 years or over and own a Holden vehicle and have a current, valid, unrestricted driver’s licence issued in their country of residence (“Retail Entrants”).</p> <p>Entrant Group 2 - AU & NZ GM Trade Parts Members Entry is only open to Australian and NZ businesses that are a registered GM Trade Parts Member. Only an authorised representative of a registered GM Trade Parts Member business may enter on behalf of that business (“Trade Entrants”).</p>			
How to Enter:	<p>For Group 1 entrants (Retail Customers Australia & NZ only): To enter the Promotion, Retail Entrants must complete the following steps during the Promotional Period: a) spend at least \$100 on a car service for their Holden vehicle and/or parts/labour for their Holden vehicle in one (1) transaction from any Holden Certified Service Outlet within Australia or New Zealand; and b) visit https://acdelco.com.au/offers/tribute, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address, phone number, full address and state/territory/region of residence) and upload a photo/scanned copy of their receipt/invoice for the qualifying transaction.</p> <p>The entrant must retain their original receipt or invoice as proof of purchase.</p> <p>For Group 2 entrants (AU & NZ GM Trade Parts Members): To enter the Promotion, Trade Entrants must, during the Promotional Period, purchase at least 20L of ACDelco Oil in any number of transactions through their GM Trade Parts Dealer in Australia or NZ (purchase must be against their GM Trade Parts Member account). Entry will be automatically recorded on purchase.</p>			
Entries permitted:	<p>Retail Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Only one (1) entry permitted for every \$100 spent in a single eligible transaction. A separate entry form submission must be completed for each \$100 spend in one (1) eligible transaction.</p> <p>Trade Entrants will automatically be awarded one (1) entry for each 20L of ACDelco Oil product purchased during the Promotional Period and in accordance with the entry instructions.</p>			
Total Prize Pool:	Up to AUD \$90,000			
	Prize Description	Number of this prize	Value	Winning Method
	<p>The prize is a used red Holden VE Series II SSV Redline Ute - 'TribUTE' 2010 with manual transmission, including 12-months registration, 12-months compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from State by State) valued at up to AUD\$80,000.00.</p> <p>The winner also has the opportunity to attend an exclusive handover event of the vehicle (“Event”), which also includes:</p> <ul style="list-style-type: none"> Return flights for winner and one (1) friend from the winner’s nearest capital city (or major city if from NZ) to the nearest capital/major city where the Event takes place*; 	1	Up to AUD\$90,000	Draw: computerised random selection - 23/07/21 at 02:30 pm AEST.

<ul style="list-style-type: none"> • One (1) night twin-share minimum three (3) star accommodation will be provided if the winner’s incoming/return flight is not on the same day*; • Return transfers from accommodation to the location*. <p>The above travel and Event inclusions are together valued at up to AUD\$10,000, depending on winner’s location.</p> <p>Exact driving/participation inclusions on the day will be determined by the Promoter.</p> <p>*If the winner resides in the same State/Territory (if from Australia) or in close proximity to the Event location (if from NZ) to not warrant flights (as determined by the Promoter), they will not receive the flights, accommodation or transfer component of the prize and will not receive cash or any alternative in lieu.</p> <p>The exact location and date of the Event will be determined by the Promoter in its absolute discretion. The Event will take place in either Australia or New Zealand and is anticipated to take place late 2021.</p> <p>The winner is not obliged to take part in the Event. However, if they choose not to do so, they will forfeit this portion of the prize and will not receive cash or any other alternative in lieu.</p>			
<p>Prize Conditions:</p>	<p><i>Vehicle Component of Prize</i></p> <p>Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner must collect the car prize from their nearest Holden Certified Service Outlet. The car will be delivered to the dealer approximately 3 months from the date of the draw.</p> <p>The only warranty given by the Promoter with respect to the vehicle is that it is roadworthy when given to the winner. No extended warranty is given. The car will be supplied registered in the home state or territory of the winner, or in NZ in the case of a NZ winner. If the vehicle cannot be registered in the winner’s location for legal reasons due to the modifications then the car will be supplied un-registered.</p> <p>If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.</p> <p>If the winner is a Trade Entrant, the prize will be awarded to the person whose name is registered on the GM Trade Parts Member account (must have a valid, unrestricted driver’s licence issued in either Australia or New Zealand). The registered person can elect to award the prize to another director or employee of their winning business (who meets the aforementioned driver’s licence criteria), subject to the written approval of the Promoter.</p> <p><i>Event Component of Prize</i></p> <ul style="list-style-type: none"> • If the winner is unable or unwilling to participate in the Event on the date/time specified by the Promoter, they will forfeit this element of the prize. • Travel itinerary will be determined by the Promoter in its absolute discretion. • Prize is subject to the standard terms and conditions of individual prize and service providers. 		

	<ul style="list-style-type: none"> • The winner and his/her travel companion must depart from and return to the same departure point and travel together. • Both the winner and their guest for the prize must be aged 18 years or over. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • The prize is subject to booking and flight availability. • The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. • The winner may be required to present their credit card at accommodation check in. • If Covid-19 affects winner's ability to take part in the Event element of the prize (e.g. due to travel restrictions), they will automatically forfeit this element of the prize and will not receive cash or any other alternative in lieu. • The winner and their guest for the prize acknowledge that any driving activities that may be included during the Event may be a dangerous activity, which may result in injury or death, and participates at his/her own risk. The winner (a) must attend, undergo and pass any appropriate training, briefings, safety demonstrations, required medical tests and other requirements (including blood alcohol testing) of the Promoter as determined by the Promoter in its absolute discretion; (b) must declare to the Promoter any health-related issues that may affect his/her safe participation in the Event prize and obtain a written clearance from their doctor in this respect; (c) must not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Event prize; (d) must not be under the influence of any drugs or alcohol; (e) must comply with all directions of the Promoter, the nominated driver (if applicable) and race officials; and (f) must wear all safety and other equipment required. The Promoter in its absolute discretion (a) may nominate a qualified driver; (b) reserve the right to refuse to allow the winner to take part in any or all aspects of the Event prize if they reasonably believe the winner poses a safety risk or for any other reason; (c) may cancel the Event prize if the conditions are deemed dangerous. If the Event prize is varied for any reason beyond the control of the Promoter it may not be rescheduled and in which case, no compensation will be offered.
Winner notification:	The winner will be contacted via the contact details on file with the Promoter within seven (7) days of the draw, includes in writing. The winner will be published in The Australian, on the GM Trade Parts website AU/NZ websites (www.gmtradeparts.com.au and www.gmtradeparts.co.nz) and ACDelco website (www.acdelco.com.au) on 30/07/21.
Unclaimed Prizes:	Prize must be claimed by 24/08/21 at 02:30 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 25/08/21 at 02:30 pm AEST at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of the redraw will be notified by using the contact details on file with the Promoter within seven (7) days of the redraw, includes in writing. The winner will be notified publicly and their details published in The Australian, on GM Trade Parts website AU/NZ websites (www.gmtradeparts.com.au and www.gmtradeparts.co.nz) and ACDelco website (www.acdelco.com.au) on 01/09/21.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of Holden Certified Service Outlets in Australia and New Zealand, GM Trade Parts Dealers in Australia and New Zealand, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the

management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

5. Draw:

- a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:30 pm AEST on 23/07/21 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
 - d) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
6. All reasonable attempts will be made to contact the winner.
 7. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
 9. Retail Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If a Retail Entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
 10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
 11. No part of the prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 12. If the prize (or portion of the prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
 13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
 14. If the winner is a Retail Entrant, the prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid.
 15. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 16. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.holden.com.au/privacypolicy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery

legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia or New Zealand.

17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.
18. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
19. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
21. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
22. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
26. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
29. Authorised under: ACT Permit No. TP20/01333, NSW Authority No. TP20/00364 and SA Permit No. T20/1174.