

# Subaru & The Color Run™ Love Tour Promotion

## Terms & Conditions



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1. Information on how to enter and prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promotion will be conducted between 9:00am (AEDST) on 5 August 2019 and 11:59pm (AEDST) on 30 November 2019 ('Promotional Period').
3. To enter, individuals must head to <https://www.subaru.com.au/book-test-drive> and book a test drive of the Subaru Impreza for a chance to win a Love Tour weekend. Individuals can only enter their own details. Valid entries are those booked during the Promotional Period through <https://www.subaru.com.au> only and not in-store.
4. Entry is only open to individuals aged 25 or over who are Australian residents. 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 1st cousin.
5. Only one (1) entry permitted per person during the Promotional Period.
6. There will be a maximum of one (1) prize to be won during the Promotional Period.
7. 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 will 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.
8. **PRIZE DRAW:** The prize draw will take place at 12:00pm (AEDST) on 16 December 2019. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The Promoter's decision is final, and no correspondence will be entered into.
9. This is a game of chance.
10. The first valid entry drawn at random will win the '**Prize Package**,' valued at AUD\$680 incl. GST. The Prize Package consists of:
  - a. Drive a Subaru Impreza for the weekend ('the '**Vehicle**')
  - b. \$500 RedBalloon voucher
  - c. \$100 Coles Express Fuel card
  - d. A Subaru Merchandise pack valued at \$80 (exact content subject to stock availability)
11. The Vehicle must be collected from their nearest participating dealership ('**Vehicle Collection Point**'). Only individuals with a valid Australian drivers' license will be able to collect the vehicle.
12. The use of the Prize Package may be subject to additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed, nor for the breach of those conditions by any person. Any surplus or non-redeemed Prize Package amount will be forfeited and is not redeemable for cash or otherwise.



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13. The use of the Subaru Impreza loan car is subject to booking, availability and standard loan vehicle Terms and Conditions in relation to test drives and similar arrangements. If a Subaru Impreza is not available, an alternative model will be provided at Subaru Australia's sole discretion and will be subject to the same Terms and Conditions. Unless otherwise notified to the winner, the Subaru Impreza (or alternative model) must be collected from and returned to the authorised Subaru Dealer nominated by Subaru Australia. The prize must be redeemed in full within 6 months, dates to be discussed and agreed with the nominated Subaru Dealer, subject to vehicle availability. It is a condition of accepting the prize that the winner sign any such documents as Subaru Australia may require prior to accepting the prize. Each driver of the Subaru Impreza (or alternative model) must be 25 years of age or older at the time of taking the prize and must have a full, current and unrestricted Australian State or Territory driver's licence (which is not under suspension or cancellation) as at the date on which the driver is to drive the vehicle, and for the duration of the prize. Any traffic infringements, petrol costs, toll fees and similar costs incurred while driving the vehicle are the responsibility of the driver. The driver and/or the winner will also be responsible for any insurance excess payable as a result of damage to the vehicle while in the possession of the winner. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
14. Additional money, meals, travel insurance, transport to and from the Vehicle Collection Point, items of a personal nature, and all other ancillary costs are not included. Any unused balance of the Prize Package will not be awarded as cash.
15. The Prize Package must be redeemed within 6 months, subject to booking availability. All components of the Prize Package must be taken together. The Prize Package cannot be redeemed during Australian School Holidays or on Public Holidays.
16. The winner will be required to provide The Promoter with at least 4 weeks' notice of intent to travel. All components of the Prize Package are subject to availability at time of booking.
17. The prize winner will be notified by phone and email by a representative of the Promoter, and their name may be published online at <http://www.subaru.com.au/competition-winners> from 16 December 2019.
18. Total prize pool value is AUD\$680 incl. GST.
19. The prize, or an unused portion of the prize is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
20. If the prize (or part of the 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.
21. In the event that the winner does not take the prize by the time stipulated by the Promoter, then that prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
22. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant.
23. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied the Promoter.
24. 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, the Promoter reserve the right, in their 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.



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25. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in 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.
26. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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) any tax liability incurred by a winner or entrant; or (f) use of the prize.
27. The Promoter collects your personal information (**PI**) for the purposes of assisting with the administration of the promotion and contacting entrants for marketing purposes by phone or email. The Promoter may, for this purpose, disclose such information to third parties, including but not limited to, the Promoter, Giant and other agents, contractors and prize suppliers. If the Promoter sends personal information out of Australia, they will require that the recipient of the information complies with privacy laws and contractual obligations to maintain the security of the data. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any complaints, requests to access, update or correct information to the Promoter. Use and disclosure of information shared with the Promoter as part of this promotion will be handled in accordance with the Promoter's Privacy Policy which can be located at: <http://www.subaru.com.au/privacy-policy>. The Privacy Policy also contains information about how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.
28. The promoter is Subaru (Aust) Pty Ltd (ABN 95 000 312 792) of 4 Burbank Place, Norwest NSW 2153 ("**Promoter**"). Licensed NSW Trade Promotion Lottery Permit Number: LTPS/19/36937.