# GM Dream Machine Terms & Conditions ("Conditions of Entry") Schedule

Promotion:

**GM Dream Machine** 

Promoter:

GM Australia and New Zealand ABN 84 006 893 232, 80 Turner St, Port Melbourne, VIC 3207,

Australia. Ph: 03 9647 5422

Promotional Period:

Start date: 01/03/22 at 12:01 am AEDT End date: 30/11/22 at 11:59 pm AEDT

Eligible entrants:

<u>Group 1 – Individuals (Holden Retail Service Customer)</u>

Entry is open to Australian and New Zealand residents who are 18 years or over and are a Holden Retail Service customer with a Holden vehicle, including HSV vehicles, registered in their name.

#### <u>Group 2 – Individuals (GMSV Retail Service Customer)</u>

Entry is open to Australian and New Zealand residents who are 18 years or over and are a GMSV Retail Service customer with a GMSV vehicle registered in their name.

## Group 3 - 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. Must also be a Gold Member at the time of the Promotional Period end date to be eligible to win the prize.

Refunded products will not count towards entry.

Only data received by the end of the Promotional Period is eligible for entry. At the end of each month, Entrants have 10 days to query their number of entries for that month, including after the competition close date. To query, entrants must email enquiries@gmtradeparts.com.au. How to Enter:

For Group 1 entrants (Holden Retail Service Customer)

To enter the Promotion, a Group 1 entrant must, during the Promotional Period, obtain an essential\* or logbook service for a Holden vehicle at an authorised Holden Service Outlet.

Group 1 entrants will automatically be entered into the draw upon completion of the above if they are a customer with a valid email address within the Holden CRM system and have received the confirmation email of their entry into the Promotion from the Promoter ("Confirmation Email").

If a Group 1 entrant does not receive the Confirmation Email within 14 days of their service or by 11.59pm AEDT on 30/11/22 (whichever is sooner), the Group 1 entrant must email a scanned copy or photo of their invoice for the service, as well as include their name, address and contact phone number to dream.machine@gm.com

Services on vehicles registered to Government Departments and Major Fleets are not eligible.

The owner of the serviced Holden vehicle at the time of the service will be eligible even if the vehicle has been sold after the date of the service.

# For Group 2 entrants (GMSV Retail Service Customer)

To enter the Promotion, a Group 2 entrant must, during the Promotional Period:

- a) obtain an essential\* or logbook service for a GMSV vehicle at an authorised GMSV Dealership; and
- b) email a scanned copy or photo of your invoice for the service, as well as your name, address and contact phone number to <a href="mailto:dream.machine@gm.com">dream.machine@gm.com</a>.

In the event that an entrant is unable to provide a clear scanned copy/photo of the invoice for the vehicle service with their entry form, the Promoter may in its absolute discretion, deem the entry invalid and forfeit the entrant's right to any prize or request the entrant provide a clearer copy to validate their entry. The proof of purchase must clearly specify an eligible outlet for the service and that the service was completed during the Promotional Period and prior to submitting the entry.

The owner of the serviced GMSV vehicle at the time of the service will be eligible even if the vehicle has been sold after the date of the service.

\*Essential services are not available in New Zealand.

# For Group 3 entrants (AU & NZ GM Trade Parts Members)

Group 3 entrants will not need to complete a registration form for this Promotion.

A Group 3 entrant will receive one entry per \$100 (excl GST) spent per month on eligible GM Trade Parts products\* at participating GM Trade Parts outlet/s during the Promotional Period. E.g. if you spend \$250 in May and \$250 again in June you will receive 4 entries (2 x May and 2 x June), not 5 entries for aggregate spend of \$500. The count of spend is closed at the end of each month during the Promotional Period. Entry is automatic on completion of spend.

\*All GM Trade Parts products (excluding Holden Collision Parts) purchased by GM Trade Parts members are eligible for this Promotion.

### Bonus Entry:

Receive a bonus entry for every \$100 spent on ACDelco products (all ACDelco part numbers) during the Promotional Period to receive 1 bonus entry (i.e. 1 bonus entry awarded for every \$100 (excl GST) spent on ACDelco products).

Example: If a member spends \$400 (excl GST) in one month of the Promotional Period and \$200 (excl GST) of that was on ACDelco products they will get 4 entries for the total spend (\$400) PLUS an additional 2 "Bonus" entries for the ACDelco portion (\$200) of it. 6 entries in total (\$400).

All purchases above for Group 3 entrants must be via their GM Trade Parts Member account to be eligible for entry/entries.

For a GM Trade Parts Member to be an eligible winner they must be a "Gold Member" at the close of the competition. Gold member status is rewarded to members who make at least one eligible purchase each month for 3 months consecutively. All GM Trade Parts members will gain entries based on their eligible spend for each month of the campaign. If a Group 3 entrant wins, the drawn entrant must have been a gold member at the close of the promotion to be an eligible winner. To be eligible, a Group 3 Entrant must have purchased an eligible product for three consecutive months being September, October and November 2022.

Members can find their current member status (Gold / Silver) and number of their entries at any time by visiting <a href="www.gmtradeparts.com.au">www.gmtradeparts.com.au</a> and logging into their account. Entries permitted:

Group 1 / Group 2 Entrants

Group 1 & 2 entrants will receive ten (10) entries for every eligible service completed during the Promotional Period. All entries must be completed in accordance with the entry instructions above.

#### **Group 3 Entrants**

See How to Enter section above for details on number of entries permitted for Group 3 entrants. Total Prize Pool:

C8 2LT Corvette Coupe RRP \$144,990.00 AUD (plus on-road costs)

Prize Description

Number of this prize:

Value (per prize)

Winning Method

The prize is a brand new red C8 2LT Corvette Coupe with automatic transmission, including 12-months registration, 12-months compulsory third party insurance, stamp duty and any dealer delivery charges (which may vary from State by State).

C8 2LT Corvette Coupe RRP \$144,990.00 AUD (plus on-road costs)

Draw: computerised random selection - 28/12/22 at 12:00 pm AEDT

#### Prize Conditions:

- Specifications and model of vehicle awarded may differ from the vehicle shown in promotional material.
- Vehicle awarded is in the colour red.
- The winner must collect the prize from their nearest authorised GMSV dealership.
- The prize will be available in 2023.
- Additional insurance, options, petrol and all other ancillary costs are the responsibility of the
  winner. The winner is responsible for any payment/s required to fix damage to the vehicle
  prize once awarded by the Promoter; any ancillary costs associated with maintaining and
  running the vehicle prize (e.g. fuel costs, servicing the vehicle, etc); and any fines incurred
  through use of the prize (e.g. speeding fines).
- o 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.
- Where the winner is a business, the Promoter will determine whom from the business will win the prize. The business should be in good standing at the time of the draw to be eligible for the prize.

#### Winner notification:

The winner will be contacted by using the contact details on file with the Promoter within seven (7) days of the draw, includes in writing. The winner will be published on the GM Trade Parts website and Holden Australia and New Zealand Websites on 16/01/23.

#### **Unclaimed Prizes:**

Prize must be claimed by 09/03/23 at 12:00 pm AEDT. In the event of an unclaimed prize or the first winner is not qualified for the win, the prize will be redrawn on 10/03/23 at 12:00 pm AEDT 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) on the GM Trade Parts website and Holden Australia and New Zealand Websites on 13/03/23.

- 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 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, and businesses that are sponsored by the Promoter 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 12:00 pm AEDT on 28/12/22 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.
- 6. All reasonable attempts will be made to contact each winner.
- 7. If any 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, or is unavailable, such a winner forfeits the prize and the Promoter is not obliged to substitute the prize.
- 8. 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.
- 9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 10. If a prize (or portion of a 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.
- 11. No entry fee is charged by the Promoter to enter the Promotion.
- 12. 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. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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).
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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).
- 22. 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.
- 23. 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.
- 24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 25. Authorised under: ACT Permit No. TP 22/00146, NSW Authority No. TP/01619 and SA Permit No. T22/72.