

# Terms and Conditions

## gotU Roadside Assistance – Audi Competition

1. The promotional period ("Promotional Period") for this promotion ("Promotion") commences 12.01 am AEST 1 November 2017 and ends Midnight AEST 15 December 2017.
2. Information about the prize and how to enter forms part of these terms and conditions. Taking part in this Promotion constitutes acceptance of these terms and conditions.
3. The promoter is AWP Australia Pty Ltd, trading as Allianz Global Assistance, ABN 52 097 227 177, 74 High Street, Toowong, Queensland 4066, phone: (07) 3305-7000 ("the Promoter"). This Promotion is authorised under ACT permit number: TP17/02155, NSW permit number: LTPS/17/18931, SA permit number: T17/2027.
4. Entry is only open to Australian residents who are 18 years or older, as at the date of entry ("Eligible Entrant").
5. Entrants must submit their first name, mobile phone number and enter their email address via the gotU Facebook page to be eligible to win an Audi A1 ("Main Prize").
6. The winner will be notified in writing via their email address, which will be identified at the time of entry.
7. Whether or not any particular entry is an Eligible Entrant in accordance with these terms and conditions is within the Promoter's sole and absolute discretion. The Promoter may disqualify any entry from the Promotion which the Promoter deems is not an Eligible Entrant.
8. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies are ineligible to enter. Immediate family means any of the following: spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-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 first cousin.
9. The competition runs Monday to Sunday during the Promotional Period.
10. Only one entry per Eligible Person is permitted. Only one prize will be awarded to the winner.
11. Entries are only valid if submitted during the Promotional Period. Eligible entrants will be automatically entered into the Promotion in their own name during the Promotional Period and the winner will be awarded the prize in accordance with these terms and conditions.
12. There is one (1) prize for the Promotion with a total prize value of approximately \$33,445 including GST, which is comprised as follows ("Prize"):
  - a. One (1) A1 1.0 TFSi Sportback S Tronic MY17 with non-metallic paint, 17" rims and Xenon Lights (does not come with any additional optional extras);
13. The Prize includes on-road and dealer delivery charges and registration. Comprehensive motor vehicle insurance is not included in the Prize.
14. Motor vehicle photographs have been used for display purposes only.
15. If the Prize is not available for any reason beyond the Promoter's control, the Promoter may substitute the Prize for an Audi vehicle of at least an equivalent value.
16. The Prize is non-transferable, non-refundable and non-redeemable for cash or other goods or services.

17. One winner of the Promotion will be drawn by random electronic selection at Anisimoff Legal, Erina Plaza, Suite 5 210 The Central Coast Highway, ERINA NSW 2250 at 12 noon AEST, 18 December 2017.
18. The Prize will be distributed to the winner from an Audi dealership of the Promoter's nomination in the winner's state or territory of residence in Australia. Collection of the Prize from the Audi dealership is the winner's responsibility.
19. The winner will be notified by email address by the Promoter and will receive instructions on claiming their Prize, within seven days of 18 December 2017.
20. The winner's details will also be published on the gotU website [www.gotu.com.au/Audi-competition](http://www.gotu.com.au/Audi-competition) and on the gotU Facebook and Instagram pages.
21. If the Prize winner resides in South Australia, the Promoter will also provide the name and address of the winner to the South Australia Consumer and Business Services within 14 days of the draw.
22. The Promoter reserves the right to request that the winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide any proof requested by the Promoter or provides a proof which does not establish the winner's identity, age, residency or entry validity suitable to the Promoter, the winner will forfeit the prize in whole and no substitute will be offered.
23. If the Prize remains unclaimed by 12 noon AEST, 18 March 2018, the Promoter will conduct an unclaimed prize draw for the unclaimed Prize by selecting a winner based on the same criteria in accordance with paragraph 17 at Anisimoff Legal, Erina Plaza, Suite 5 210 The Central Coast Highway, ERINA NSW 2250 at 12 noon AEST on 19 March 2018.
24. The winner for the redraw for the unclaimed Prize will be notified via email.
25. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
26. The prize remains the property of the Promoter until lawfully claimed by the winner to the satisfaction of the Promoter pursuant to these terms and conditions.
27. The Promoter's decision is final and no correspondence will be entered into.
28. If this Promotion is not capable of being conducted as reasonably anticipated or is interfered with in any way due to any reason beyond the Promoter's reasonable control, the Promoter reserves the right, subject to the requirements of any relevant permit authorities for this Promotion, to:
  - a. cancel, terminate modify or suspend the Promotion, where the Promoter deems appropriate; or
  - b. disqualify any entrant.
29. The Promoter 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, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
30. As a condition of accepting a prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.

31. To the extent permitted by law, the Promoter is not responsible or liable for:
  - a. inaccurate/incorrect transcription of entry information;
  - b. purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions;
  - c. any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;
  - d. any variation in Prize value to that stated in these terms and conditions;
  - e. the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
  - f. unauthorised human intervention in any part of the competition;
  - g. electronic or human error which may occur in the administration of the competition;
  - h. any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss arising in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Prize winner and, where applicable, to any family/persons accompanying a winner; or
  - i. any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
  
32. Limitations of Liability: by participating or entering into the Promotion, except for liability under statute which cannot be excluded, each entrant agrees that Promoter, its subsidiaries, affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, will have no liability whatsoever for, and will be held harmless by each entrant for any claims, liability, or cause of action for any injury, loss or damage of any kind to persons, including without limitation property, due in whole or in part, directly or indirectly, from the delivery, acceptance, possession, use or misuse of either Prize, participation in this Promotion, or participation in any Promotion or prize related activity. The Promoter is not liable for any change in value of a prize occurring between the publishing date of these terms and conditions and the date the prize is claimed.
  
33. The above conditions do not affect, and are not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the prize supplied again.
  
34. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed. The winner will not be entitled to any fee for participating in these activities.
  
35. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits for their images and/or voices, as recorded, photographed or filmed during their participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the winner will not be entitled to any fee for such use.
  
36. This Promotion is a game of chance.
  
37. Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
  
38. Entrants release Instagram and its associated companies from all liability arising in respect of the Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

## Privacy Statement:

39. All entries will be the property of the Promoter.
40. The Promoter collects personal information in order to conduct this Promotion and to provide any goods/services you have requested or purchased. By participating in this Promotion, you also acknowledge that a further purpose for collection of your personal information is to enable the Promoter to use the information to assist it in improving goods and services and to contact you in the future with information on special offers or to provide the you with marketing materials via any medium including mail, telephone and commercial electronic messages. To opt out of receiving marketing material from the Promoter, you can do so at any time by writing to "Privacy Officer", PO Box 162, Toowong, Qld 4066, or by calling the Promoter on telephone number 1800 023 767. The Promoter may disclose your personal information to third parties and service providers (some of which may be located outside Australia), including prize suppliers or regulatory authorities or for any other purpose to which the entrant has consented previously or by entering this Promotion, such as promotional, marketing and publicity purposes.
41. Except as set out in these terms and conditions, personal information collected will be collected, used and disclosed in accordance with the Promoter's Privacy Policy available on request, or viewed online at <https://www.allianzworldwidepartners.com.au/privacy-and-security/> . The Promoter's Privacy Policy contains relevant information, including how you may access and correct the personal information the Promoter holds, when and to who the Promoter may disclose your personal information overseas, how you may make a complaint about a breach of the Privacy Act 1988 (Cth) and the Promoter's Privacy Contact Officer details.
42. Entrants are not required to provide personal information, however if you don't, you may not be eligible for this Promotion and the Promoter may not be able to provide you with its goods/services or contact you in relation to this Promotion or any changes to it. If an entrant does not truthfully provide all requested personal information, the Promoter may determine that they are not eligible to win the Prize.
43. You can access the personal information about you held by the Promoter by calling the Promoter's Privacy Officer on 1800 023 767.