

40 Overseas Drive, Noble Park North, 3174 VIC, Australia

-- ABN: 96 125 071 454

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Hol Special Parts trading as HSP Vehicle Accessories

Competition Terms and Conditions:

- 1. Information regarding the prize and how to enter, forms part of these conditions. By entering, entrants accept all of the below conditions.
- 2. This promotion is only open to Australian residents who are 18 years and over (Individual Entrants).
- 3. Directors, management and employees (and the immediate families of directors, management and employees) of the Promoter and the Promoter's trade partners or of the companies or agencies associated with this promotion are ineligible to enter.
- 4. The competition end dates are as shown on the original competition launch post/ media.
- 5. The competition may be advertised on any of HSP's channels including the Facebook page, Instagram page, Tik Tok page, LinkedIn or via email.
- 6. To enter, you must do the following:
 - A. Follow the HSP Facebook or Instagram page (depending on competition requirements)
 - B. Like the HSP post relating to this Competition.
 - C. Answer the question posed in the competition post copy in the comments section.
- 7. Individual Entrants may enter as many times as desired during the Promotion Period if competition allows. Each entry must comply with these terms and conditions.
- 8. Guessing Games: The winner will be selected at random in a fair and unbiased manner with all eligible participants included in the draw. The decision is final, and no discussions or correspondence will be entered into.
- Photo Entries: The winner will be selected by a panel of HSP judges based on the appeal and creativity of the entry submitted. The judges' decision is final, and no discussions or correspondence will be entered into.
- 10. Entries are deemed to be received at the time that the Individual Entrant's like and comment is registered and recorded by HSP. The Promoter is not liable for:
 - A. Any failure by HSP to record any Individual Entrant's like or comment as an entry.
 - B. Late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise.
 - C. Any problems associated with communication networks due to traffic congestion, technical malfunction or otherwise.
 - D. Any consequences of user error including (without limitation) costs incurred.
 - E. The Promoter has no control over communications networks.
- 11. The Promoter reserves the right to request winners to provide proof of identity; proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 12. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the promotion which is

fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter.

This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses to register single or multiple entries. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

- 13. Incomplete, indecipherable or illegible entries will be deemed invalid. Prizes cannot be transferred.
- 14. Entries must be received by the end date as stipulated in the original Competition post. The time of entry will in each case be the time the data is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 15. Any entry that is made on behalf of an Entrant by a third party will be invalid.
- 16. The winning entrants will be contacted via Facebook or instagram and will be asked to provide their email, phone and mailing address details. The winner will be notified of their prize in writing via Facebook message and will have their details published on the HSP social media sites at the completion of the competition.
- 17. The total prize pool is as pictured in the competition artwork or stipulated in the competition post text.
- 18. The Promoter's decision is final and no correspondence will be entered into.
- 19. The Promoter reserves the right to appoint a new winner if a Winner cannot be contacted within seven (7) days or if the Prize cannot be redeemed by a Winner. A new winner will be appointed by conducting a second judging of the Entries, such judging to take place in the same manner and at the same premises as the initial judging on a date to be determined by the Promoter.
- 20. Confirmed winners may have their winning entries posted on the HSP website at http://www.hsputelids.com.au and on the HSP social media pages.
- 21. The prize must be collected at HSP HQ in Victoria or will be posted to the Entrant's house with the location to be verified with an ID check. Prizes are not transferable, exchangeable or redeemable for cash or other products.
- 22. If an entrant/winner fails to provide Proof of Identity by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion. The Promoter reserves the right to verify their HSP membership status and identity as per these Verification Requirements. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered
- 23. The winner must at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
- 24. The Promoter may, in its sole discretion, disqualify and prohibit further participation in this promotion by any person who tampers with or benefits from any tampering with the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person.

The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to the prize winner and/or their companions if the prize winner and/or their companions, in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate.

The winners are fully responsible for the acts and omissions of their companions and the Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by, the winner and their companions if any of their companions breaches these conditions, whether or not legally bound by them.

- 25. 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, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 26. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage or delay in transit to the prize.
- 27. The Promoter may communicate or advertise this competition using Meta platforms. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Meta. Entrants are providing their information to the Promoter and not to Meta. Each entrant completely releases Meta from any and all liability.
- 28. As a condition of accepting or participating in the prize, the winner's companions accept these conditions.
- 29. 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 subject to the requirements of the gaming authority in each state and territory, if required.
- 30. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 31. The Promoter does not accept any responsibility for any tax implications, including fringe benefits tax implications that may arise. Independent financial advice should be sought. Where the operation of the promotion results in supplies being made for non-monetary consideration (for the purposes of GST), participants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 32. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
- 33. The Promoter is Hol Special Parts (A.B.N. 96 125 071 454) of 40 Overseas Drive Noble Park North 3174 VIC Australia. Phone number: (03) 1300 441 498.