



Dubbo City Toyota & Gilgandra Toyota

WIN A BOAT OR \$10,000 Terms & Conditions

General

1. Information on how to enter and the Prize(s) for part of these Terms & Conditions. Participation in this promotion is deemed acceptance of these Terms & Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter?

3. Subject to the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below ('Eligible Entrants'). Entrants must be over 18 years of age, as of the date of entry.
4. Entry is subject to all state laws and regulations. Entrants should ensure that their entry into the trade promotion and subsequent entry into the draw for the major prize is not prohibited in the state that they live in. The major prize is to be collected within the state jurisdiction of New South Wales and the award of the prize is subject to all New South Wales regulations.
5. Employees (and their immediate families) of The Promoter (Servco Australia Dubbo Pty Ltd T/A Dubbo City Toyota, Gilgandra Toyota & Lexus of Central West) are ineligible to enter. Immediate family means the following: spouse, ex-spouse, de-facto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother or 1st cousin.
6. The Promoter is Servco Australia Dubbo Pty Ltd (ABN: 41 124 473 454) (Dealer Licence No. MD20520) T/A Dubbo City Toyota, Gilgandra Toyota, and Lexus of Central West. The Promoter's address is 16 Bourke Street, Dubbo NSW 2830.

How to enter

7. To enter Eligible Entrants must, during the Promotional Period, have purchased and taken delivery of an in-stock New or Demo Toyota or Lexus vehicle, at Dubbo City Toyota, Gilgandra Toyota, or Lexus of Central West. By purchasing

and taking delivery of an eligible vehicle, every entrant will receive 1 entry into the competition (1 vehicle = 1 entry). There is no limit on the number of entries an Eligible Entrant can receive.

8. An Eligible Entrant is a Silver, Private & Bronze Guest of Dubbo City Toyota, Gilgandra Toyota, and Lexus of Central West aged 18 years and over who have purchased and taken delivery of a New or Demo Toyota or Lexus vehicle within the Promotional Period, excluding Platinum and Gold Fleet guests and approved Government.
9. An In Stock Vehicle is a vehicle allocated to Dubbo City Toyota, Gilgandra Toyota or Lexus of Central West by Toyota Motor Corporation Australia (TMCA) within the Promotional Period. It excludes any vehicle swapped with another Dealership from within the network.
10. By submitting an entry into this competition, entrants consent to receive promotional and other marketing messages from The Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt out at any time by following the instructions included in each message sent by The Promoter. Opting out during the Promotional Period will remove their entries from the competition.
11. If a guest qualifies for entry in accordance with the above clause and does not wish to participate in this promotion, they must clearly notify Dubbo City Toyota, Gilgandra Toyota, or Lexus of Central West in person, over the phone, by SMS or through email before the draw date.
12. Entrants must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Incomprehensible, illegible, and incomplete entries may be deemed invalid.
13. The Promoter reserves the right, at any time to verify the validity of entries and entrants (including the entrant's identity, age, and place of employment) and to disqualify any entrant who is not in accordance with these Terms & Conditions or who tampers with the entry process. 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.

Open, Close, Draw and Publish Dates

14. Competition opens 1/11/2023 at 8.30 AM AEDST and closes at 5.30 PM AEDST on 31/1/2024 ("Promotional Period"). All times noted in these Terms and Conditions are local times and based on the location of The Promoter. If any draw date falls on a Public Holiday, as defined by the state of The Promoter, that draw will be conducted on the next business day. Entries must be received by The Promoter prior to the competition close date and time.
15. The winner will be the first valid entry drawn on 1/2/2024 between 12 midday and 2 PM at Dubbo City Toyota, 16 Bourke Street Dubbo NSW 2830. In the event

that the draw is postponed, The Promoter will notify all entrants of the alternative draw arrangements. The Promoter will ensure that all entries have an equal chance of winning the prize.

16. The Winner will be announced at the time of the draw at Dubbo City Toyota. The Winner will be later announced on Facebook and other social media channels. The Winner will be notified by phone and email within two (2) business days of the draw. Their name will also be published on 2/2/2024 www.dubbocitytoyota.com.au/win-a-boat and www.gilgandratoyota.com.au/win-a-boat for 28 days.
17. The Prize is to be collected within 28 days of the draw.
18. 'Unclaimed Prize Draw' - The Promoter will draw two (2) additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn in order to distribute any unclaimed prize by 29/2/2024, subject to State and Territory legislation. In the event that an additional reserve entry is deemed The Winner, they will be notified by email within two (2) business days. Their names will also be published on www.dubbocitytoyota.com.au/win-a-boat and www.gilgandratoyota.com.au/win-a-boat on 29/2/2024 for 28 days.
19. Subject to the Unclaimed Prize Draw clause, if for any reason a winner does not take or redeem the prize at/by the time stipulated by the Promoter then the prize will be forfeited.

Prize on offer

20. The maximum value of the prize on offer is valued up to \$14,990 (including GST) as at 12/10/2023.
21. The total number of competition winners in this competition in one (1) entrant, known as the Winner.
22. The Winner will have the choice of one (1) of the following prizes:

WIN A BOAT or \$10,000		
Prize Options		RRP
Servco Australia Dubbo	\$10,000 cash deposited into The Winners nominated bank account	\$10,000
OR		
Work Rest Play	2023 Stacer 379 proline – 20hp Mercury 4 stroke engine with Move aluminium trailer	\$14,990

23. Prizes must be taken as stated. The Prize is not exchangeable or transferrable once The Winner has made their selection the prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

24. In the event that a Prize or part of a Prize is unavailable, the Promoter reserves the right to substitute the Prize or part of the Prize in its discretion with an alternative Prize or part of the Prize to the same or equal recommended retail value and /or specification. Cash will not necessarily be awarded as a substitute for the 2023 Stacer 379 proline. It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements.
25. The Winner will be responsible for any expenses incurred in collecting The Prize from The Promoter within 28 days of the draw, or at an alternative date by arrangement with The Promoter.

Special conditions - 2023 Stacer 379 proline

26. The drawn winner is not required to have a valid boat licence to win and take delivery of a prize. The Winner must be in possession of a valid NSW driver's licence or RMS customer number at the time of collection to complete registration of such prize. It is The Winner's responsibility to acquire their boat licence and adhere to NSW Government legislation to operate such a prize.
27. The 2023 Stacer 379 proline will be registered within the State of New South Wales for 12 months and government Stamp duty for initial transaction included. The Promoter and partners take no responsibility for petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, vehicle manufacturer warranty, or any other costs or damages, from date of delivery. The Winner acknowledges that any aftermarket accessories fitted to the vehicle are at their own expense and may impact the manufacturer's warranty. The Winner accepts that The Promoter and/or partners are not liable for any and all claims arising from the addition of aftermarket accessories fitted to the Prize boat. The Winner is responsible for ensuring that the boat complies with all road transport and waterways safety regulations in their home state.
28. The ongoing costs of driving and transporting the prize are the responsibility of The Winner.

Further Terms and Conditions

29. Any entrant found to have used a third party to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. And entrant must provide any requested documentation to The Promoter upon request, The Promoter

- reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
30. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary including, but not limited to proof of identity and proof of age at the discretion of The Promoter in order to claim a prize. In the event that The Winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
 31. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
 32. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
 33. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost, or misdirected entries. Prizes are subject to availability, not transferrable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. The Promoter and their associated agencies, and companies companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection Statement

34. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed [Dubbo City & Gilgandra Toyota Privacy Policy | Dubbo City Toyota](#). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, 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. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

Copyright, Statutory Guarantees, Waiver and Liability

35. All entries and any copyright subsisting in the entries become and remain the property of The Promoter who may publish or cause to be published any of the entries received.
36. In participating in the prize draw, the winner agrees to participate and cooperate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner (and their companions) agree to grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winner (and their companions) will not be entitled to any fee for such use.
37. The prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
38. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such change is required to ensure the safety of the Promoter, its representatives and of entrants. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
39. Nothing in these Terms & Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth) as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of 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.

40. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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/taking of a prize.

Competition Permit

Authorised under NSW Permit No. TP-03047