



**Potentiate Cash Prize  
Terms and Conditions  
AUTO SURVEY 2015/2**

1. Information on how to enter and Prizes form part of these terms and conditions. Submission of an entry is deemed acceptance of these terms and conditions.
2. To enter, entrants must, during the Promotional Period (as defined below):
  - a. Visit <http://autosurvey.potentiateglobal.com>
  - b. Fully complete and submit the survey;
  - c. Confirm the requested details including the entrant's first and last name, contact address and state; and
  - d. Submit the fully completed entry form.
3. Subject to clause 4, entry is only open to Australian residents who are 16 years or over, as of the date of entry, and who have received an invitation to enter the Promotion from the Promoter as a result of purchasing and owning a vehicle from a participating vehicle manufacturer in the time period relevant to the survey.
4. If an entrant is under the age of 18 they must obtain prior consent from their parent or legal guardian to enter the Promotion and the parent or legal guardian may be required to verify the granting of consent and/or sign a release at the discretion of the Promoter. Failure of an entrant's parent or legal guardian to verify consent and/or sign a release under this clause will invalidate all of the entrant's entries.
5. Employees (and their immediate families) of the Promoter, participating automotive vehicle manufacturers and agencies associated with this Promotion are ineligible to enter.
6. Promotion commences 00:01 AWST / AWST on the 1<sup>st</sup> October 2015. Entries close and must be received by midnight AWST / AWST on the close date received with invitation Day ("Promotional Period") for each Batch of people invited. Batches due for release between October 1 2015 and 12<sup>th</sup> February 2016.
7. Promotion will close 11:59 AWST/AWST on the 14<sup>th</sup> February 2016.
8. The draw will take place at Potentiate Pty Ltd (347-351 Pacific Highway, Artarmon NSW 2064) on Monday 22<sup>nd</sup> February at 2pm AEDST.
9. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or

who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. Incomplete entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
11. Multiple entries permitted, subject to the following: (a) only one entry permitted per separate survey requirement; and (b) each entry must be submitted separately and in accordance with the entry requirements.
12. The winner will be notified in writing and by telephone within 2 days of the draw and their name will be published in The Australian on Friday 26<sup>th</sup> February 2016.
13. The Promoter's decision is final in relation to all matters relating to this promotion and no correspondence will be entered into.
14. The first valid entry drawn will win cash ("Prize") valued at \$20,000.
15. Total prize pool value is \$20,000.
16. Cash prize will be awarded in the form of Electronic Funds Transfer.
17. If for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.
18. If required, an unclaimed prize draw may take place on Monday 23<sup>rd</sup> May 2016 at the same time and place (Potentiate Pty Ltd (347-351 Pacific Highway, Artarmon NSW 2064 at 2pm AEDT) as the original draw, subject to any directions from a regulatory authority to distribute any prize unclaimed by this date. Winners' names will be published in The Australian on Friday 27<sup>th</sup> May 2016. The winner will be notified in writing and by telephone within 2 days of the draw.
19. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including, without limitation, photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. Any costs associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
21. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these terms and conditions

would contravene any statute or cause any part of these terms and conditions to be void (“Non-Excludable Guarantees”). Subject to the limitations in the preceding sentence, the Promoter excludes from these terms and conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation, 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 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 tax implications; (e) any variation in reward value to that stated in these terms and conditions; (f) any tax liability incurred by a successful claimant or entrant and/or (g) a Prize or use of a Prize.

22. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, Prize suppliers and for any purpose required under Australian lottery legislation or any other regulatory authority. Entry is conditional on providing this information. Unless otherwise advised, the Promoter may also use or disclose the information for promotional, marketing and publicity purposes of the Promoter and/or third parties. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. The Promoter will otherwise handle personal information in accordance with its privacy policy available at <http://www.potentiateglobal.com/html/site-privacy-policy.php>

23. The Promoter is Potentiate Pty Ltd ABN 26 061 227 334 of 347-351 Pacific Highway, Artarmon NSW 2064. Ph: +61 2 9437 4200

ACT Permit No. TP 15/07297

SA Permit No. T15/1598

NSW Permit No. LTPS/15/07436