

LASER Win a Mini Car Giveaway Promotion Terms & Conditions (“Conditions of Entry”)

Schedule

Promotion: LASER Win a Mini Car Giveaway Promotion

Promoter: Laser Corporation Pty. Ltd ABN 62151918848, Unit 1, 6-8 Byfield Street, Macquarie Park, NSW 2113. Ph: 02 9870 3381

Promotional Period: Start Date – 02/10/17 at 8:00 am AEST **End Date** – 31/12/17 at 11:59 pm AEST

Eligible Entrants: Entry is open to all Australian residents who are LASER customers who have purchased a LASER or NAVIG[8]R product within the period between 02/09/17 to 31/12/17.

How to Enter: To enter the Promotion, the entrant must, during the Promotional Period, visit www.laserco.com.au/winamini, follow the prompts on the Promotion entry section; and fully complete and submit the online entry form with their personal details (First Name, Last Name, Date of Birth, Email, Phone), Store Name, Invoice Number, their attached proof of purchase receipt and an answer to the prompt: “WHAT IS YOUR FAVOURITE COLOUR MINI BE AND WHY?”

Entries Permitted: Entrants may submit one (1) eligible entry per person for each product that is purchased. Each product purchased must be on an individual proof of purchase receipt. By completing the entry method, the entrant will receive one (1) entry.

Total Prize Value: Up to AUD \$32,000.00 inc GST

Prize Description

The prize is for one (1) Mini Cooper RHD motor vehicle valued up to \$32,000 AUD. Prize includes on-road costs and registration valued up to \$4,500 AUD. Prize does not include insurance. The winner can choose optional extras, subject to availability, at own expense.

Prize includes:

- Mini Cooper RHD motor vehicle
- On-road costs and registration
- Dealer delivery to MINI dealership in nearest capital city

Number of this Prize: 1

Winning Method: Judging⁹

Prize Conditions: Winners will be notified via email and phone. Once the winner has been notified acceptance of the prize needs to be confirmed within 72 hours otherwise the prize is forfeited.

No part of this prize is exchangeable, redeemable for cash or any other prize or transferable.

Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) will be forfeited and will not be redeemable for cash.

MINI Cooper is a trademark of BMW Group.

MINI Garage Sydney is a proud sponsor of this competition.

Winner Notification: The winner will be contacted by email, phone or SMS within fourteen (14) days of the judging.

Unclaimed Prizes: In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize.

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).
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. Only valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies 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. If the prize is won by a person under legal Australian driving age or by a person without a valid license, then he/she must be accompanied by his/her parent or guardian for collection of the prize and any associated prize dealings, where applicable.
6. Dealer delivery of the motor vehicle will be delivered to the winners nearest capital city MINI dealership. Unless otherwise stated, the winner is responsible for all expenses in getting to and from the nominated dealership to collect the Motor vehicle prize. Any costs associated with the transport of the Motor vehicle to an alternate pick up location will be the responsibility of the winner.
7. Please allow up to five (5) months from date of the vehicle order with MINI Garage Sydney, after winner notification, for delivery of the Motor vehicle prize.
8. The motor vehicle in this Promotion is a MINI Cooper RHD, manual transmission in Pepper White with Cloth Firework Carbon Black/Carbon Black interiors. The winner is liable for all costs associated with any motor vehicle optional extras, subject to availability, including window tints, built-in GPS navigation, upgraded interiors and so forth. The winner, upon acceptance of prize from the Promoter, is responsible for all associated optional extra costs as negotiated with the prize Provider.
9. Unless otherwise stated, the Motor vehicle prize does not include petrol, comprehensive insurance, compulsory third party insurance, any mechanical, body or other repairs made from the date of redemption, optional extras and any ancillary costs associated with redeeming the Motor vehicle prize.
10. Judging:
 - a) The winner will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual creative merit of the answer provided to the promotional question.
 - i. The best valid entry, as determined by the judges, will win the prize specified in the Schedule above.
 - ii. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
 - iii. The winner will be determined by skill. Chance plays no part in determining the winner. The judges’ decision is final and binding and no correspondence will be entered into.
11. All reasonable attempts will be made to contact each winner.
12. 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, they forfeit the prize and the Promoter is not obliged to substitute the prize.
13. 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.

14. If the prize (or portion of the 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/or specification.
15. No additional entry fee is charged by the Promoter to enter the Promotion other than the cost associated with the product purchased to become an eligible entrant. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet Service Provider.
16. 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 www.laserco.com.au/privacy-policy. 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 prize suppliers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim the prize in this Promotion.
17. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner and their travel companion/s (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize. If winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
18. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
19. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
20. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions.
21. The Promoter and its associated agencies and companies will not be liable for any damage in transit to or delay in transit of prizes.

22. 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 suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
23. 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.
24. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions.
25. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply

with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

26. 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, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
27. 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 willful 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).
28. 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.
29. Unless otherwise specified, a prize is a single event for the winner (and where relevant their companion(s)) and cannot be separated into separate events or components.
30. 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.
31. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.