Terms and Conditions: Games of Chance

Schedule to Conditions of Entry

Promotion Name	Adelaide Crows Member Offer 2024					
Promotion Type	Consumer					
Promoter	Toyota Motor Corporation Australia Limited ABN 64 009 686 097, 155 Bertie St, Port Melbourne 3207					
Permit Numbers	Authorised under: NSW Permit No. TP/01574 SA Licence No. T24/286					
Relevant State(s) and/or Territory(ies)	Entry is only open to residents of South Australia, Northern Territory and Broken Hill (NSW) aged 18 years or over.					
Selected Businesses	Toyota Dealerships in South Australia, Northern Territory and Broken Hill (NSW)					
Entry Restrictions	Entry is only open to Crows Financial paid members for 2024 who own a Toyota vehicle registered in Broken Hill (NSW), SA or NT.					
Promotion Period	The Promotion opens on 01 March 2024 and closes at 11:59pm AEST on 30 th August 2024. No entries will be accepted after this time.					
Verification Requirements	Entrants will be required to input their Crows Member Number for the 2024 season in order for their entry to be valid.					
	Verification of age, identity and residential address may be required at any time.					
	The entrant may be required to produce a certified copy of their current Australian State registration certificate for the Toyota vehicle.					
Entry Procedure	To enter, entrants must, during the Promotion Period:					
	Visit the promotion web site at https://crowsmembership.com.au/member-hub/member-benefits-and-offers/2024-toyota-member-offer					
	Follow the prompts to the competition entry page; Compatible of the competition o					
	 Input the requested details (including their Crows Financial membership details and Toyota vehicle details) and complete the online entry form in accordance with the directions on the web site; and then 					
	Submit the fully completed online entry form.					
Maximum Number of Entries	Entry is limited to one (1) entry per person.					

Draw Details	There will be six (6) draws conducted for this promotion (each a "Draw"). Entries open and close for each Draw on the dates and times specified in the table below. All Draws will take place at 10:00am AEDT/AEST at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 on the dates specified in the table below. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Un-drawn entries in each Draw will be entered into any subsequent Draws.						
	Draw	Entries open	Entries close	Draw date/time			
	1	01/03/2024	31/03/2024	02/04/2024			
	2	01/04/2024	30/04/2024	02/05/2024			
	3	01/05/2024	31/05/2024	04/06/2024			
	4	01/06/2024	30/06/2024	02/07/2024			
	5	01/07/2024	31/07/2024	02/08/2024			
	6	01/08/2024	30/08/2024	03/09/2024			
Prize Details Prize Restrictions (if any)	The first forty (40) valid entries drawn in Draws 1 to 5; and the first eighty (80) valid entries drawn in Draw 6 will each win a \$250 voucher code to be used at a registered Toyota Dealership in South Australia, Northern Territory or Broken Hill (NSW) on a vehicle service. Winners will have twelve (12) months from the issue date of the voucher code (as specified with the voucher code) to book and complete their service. Voucher code cannot be used for anything else nor exchanged for cash. A voucher code to the value of \$250 to be used at a registered Toyota Dealership for a vehicle service only. Any ancillary costs associated with redeeming the voucher code are not included. Any unused balance of the voucher code will not be awarded as cash. Redemption of the voucher code is subject to any terms and						
Total Prize Pool	conditions of the issue \$80,000	r including those spec	ified with the voucher	coce.			
Notification of Winners	Winners will be notified in writing within seven (7) days of the relevant Draw.						
Unclaimed Prize Arrangements	A draw for any unclaimed prizes may take place on 03/10/2024 at the same time and place as the original Draws, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email within two (2) business days of the draw.						
	All voucher codes awarded are valid until the voucher expiry date specified with the voucher code or by the provider, and are subject to any terms and conditions imposed by the provider. The Promoter is not liable for any voucher code that has been lost, stolen, forged, damaged or tampered with in any way once awarded. Voucher is available for a one off use within a 12 months window of receiving it. If the total cost of the service does not total the entire amount of the voucher, the remaining money on the voucher will be forfeited.						

Conditions of Entry

- 1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule).
- 2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 3. Directors, management, employees and contractors of the Promoter and those of any agencies, Selected Businesses and suppliers associated with this Promotion and the immediate family members of these people are ineligible to enter. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manger, employee, officer or contractor.
- 4. The Promotion will be conducted during the Promotion Period.
- 5. Eligibility to enter the Promotion is subject to the Entry Restrictions.
- 6. To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be submitted in accordance with the Entry Procedure and will not be accepted in any other form. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements). The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion. Ineligible entries will be deemed to be invalid.
- 7. Where an entry is deemed invalid (at the Promoter's absolute discretion), the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
- 8. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
- 9. All entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
- 10. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.
- 11. Incomplete or indecipherable entries will be deemed invalid.
- 12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 13. If a Prize is awarded by draw, the prizes draw(s) will be conducted in accordance with the Draw Details. If a winning entry is invalid, that entry will be disregarded and the prize will be awarded to a reserve entry drawn in accordance with these Conditions of Entry.
- 14. Winners will be notified in accordance with the Notification of Winners.
- 15. The Prize(s) is/are specified in the Prize Details. The Prize(s) is/are subject to any restrictions specified in the Schedule. The Total Prize Pool is specified in the Schedule.
- 16. The Prizes and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash, unless otherwise advised. If a Prize, or an element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of Prizes.
- 17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 18. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prizes. Independent financial advice should be sought.
- 19. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft destruction, transmission interruption, communications failure or otherwise, any injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to: (a) disqualify any entrant; or (b) amend, suspend or cancel the Promotion subject to approval from any relevant authority.
- 20. The Promoter reserves the right, at any time, to disqualify all entries from any entrant who the Promoter has reason to believe has tampered with, or benefitted from tampering with, the entry process or the Promotion, or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

- 21. Entrants can enter the Promotion up to the Maximum Number of Entries. Entries must be submitted separately and each entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automatically- or computer-generated entries will not be accepted.
- 22. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion if the entrant:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
 - (b) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
- 23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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, and the Selected Businesses) 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.
- Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents, and the Selected Businesses) 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 the prize.
- The Promoter may use any personal information entrants provide in connection with this Promotion for the purpose of the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors, and to Toyota dealers. If entrants do not provide the information requested, they will not be able to enter the Promotion. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). If entrants have any concerns or queries about the way their personal information is managed by the Promoter, they should contact the Promoter by telephoning 1800 TOYOTA (1800 869 682) or emailing customerexperience@toyota.com.au. A copy of the Promoter's privacy policy can be viewed at www.toyota.com.au/. The privacy policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.