

**SHOP WITH POWERPASS APP FOR YOUR CHANCE TO WIN A TRIP TO SUPERCARS BUNNINGS  
TRADE PERTH SUPERNIGHT "Promotion"**

**TERMS AND CONDITIONS**

1. Information on how to enter and prize details form part of these Terms and Conditions. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Bunnings Group Limited (ABN 26 008 672 179) of 16-18 Cato Street, Hawthorn, Victoria, 3123, telephone number 03 8831 9777 ("**Promoter**").
3. Entry is only open to businesses located in Australia.
4. Directors, management and the employees of the Promoter, retailers and suppliers associated with this Promotion and the immediate family members of those individuals are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. The Promotion will commence on 09/07/2021 and final entries close at 11:59pm AEDST on 06/08/2021 ("**Promotional Period**").
6. To be eligible to enter, a business must either have an existing Cash, Credit or 30-day Credit Bunnings PowerPass commercial account ("**PowerPass Account**") as at 09/07/2021 or must sign up for a PowerPass Account during the Promotional Period and prior to entry ("**Eligible Business**").
7. For an Eligible Business to be eligible to enter, an authorised representative (aged 18 years or over) of an Eligible Business must, prior to or during the Promotional Period, download the Bunnings PowerPass App ("**Activation**"), available for iOS mobile devices from the App Store or for Android devices using Google Play, during the Promotional Period.
8. To enter and receive an automatic entry into the draw, an authorised representative of the Eligible Business must, during the Promotional Period, make any purchase (minimum spend \$1) using the PowerPass App at the time of making their ("**Qualifying Transaction**"). An Eligible Business will receive one (1) entry for each purchase transaction using PowerPass App during the Promotional Period. For example, an eligible entrant will receive one entry (1) for spending between \$1-\$1.99 in one (1) transaction in accordance with this clause, one entry (1) for spending \$50 in a single transaction, one (1) entry for spending \$400 in accordance with this clause, etc. The maximum number of entries in total per Eligible Business into the Prize Draw is capped at fifty (50) entries.
9. Eligible Businesses must not have overdue balance owing on their PowerPass Account as at 6/08/2021 to be eligible to claim the prize, if drawn as the winner.
10. The Promoter reserves the right, at any time, to verify the validity of entries, authorised representatives and Eligible Businesses (including an authorised representative's age and place of employment, and an Eligible Business' PowerPass Account status) and reserves the right, in its sole discretion, to disqualify any individual or Eligible Business who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. If there is a dispute as to the identity of an authorised representative and/or Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the representative and/or Eligible Business.

12. The random electronic draw will take place at 10:00am AEDST on 11/08/2021 at The Band Marketing Suite 13, 38 Thomas Drive Surfers Paradise QLD 4217 in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry is drawn. The owner of the winning Eligible Business will be notified in writing and by telephone within two (2) business days of the draw and the name of the winning Eligible Business will be published online at <http://www.bunnings.com.au/trade> from 17/08/2021.
13. The prize will be awarded to the owner of the winning Eligible Business who may, in his/her absolute discretion, allocate the prize to any employee of that Eligible Business.
14. The first (1<sup>st</sup>) valid entry drawn will win a trip for two (2) people to Perth to attend the Supercars Bunnings Trade Perth SuperNight at Wanneroo Raceway in Perth, WA to be held on 11 and 12 September 2021, valued at up to \$5,750 depending on point of departure. Prize includes:
  - (a) Two (2) return economy airfares from closest Australian major capital city or regional direct airport with direct flights to Perth departing on 10/09/2021 and returning on 12/09/2021 valued at up to \$1350;
  - (b) Hotel accommodation for two (2) nights including \$200 airport to hotel return transfers in four-star twin-share accommodation (\$400) total value approximately \$600, and;
  - (c) Invitation for two (2) guests to attend the Bunnings Trade Perth SuperNight, at Wanneroo Raceway and enjoy a VIP Supercars experience featuring:
    - i Race hospitality at the Supercars Paddock Club which includes reserved seating and a premium dining package of snack, morning tea, lunch, afternoon tea, in-suite barista and premium beverage package (valued at around \$2000);
    - ii Behind The Scenes Tour (valued at \$300);
    - iii Course Car Rides (valued at around \$1000); and
    - iv Grid Walks (valued at around \$500).
15. Spending money, other meals not noted, travel insurance, visas, vaccinations, items of a personal nature, transport to and from departure point, in-room charges and all other ancillary costs are not included.
16. Prize must be taken to coincide with the Bunnings Trade Perth SuperNight event 11-12 September 2021 and is subject to booking and flight availability. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
17. The winner and their companion are responsible for ensuring that they have valid Australian ID and travel documentation. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
18. If for any reason the winner does not take the prize (or part of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. The Promoter's decision is final and no correspondence will be entered into.
20. If the prize is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value, subject to any directions from a regulatory authority.
21. Total prize pool value is up to \$5,750 including GST. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.

22. As a condition of accepting the prize, the winner consents to the Promoter and the Prize Supplier using the winning Eligible Business's details and their name, likeness, image and/or voice (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 and the Prize Supplier.
23. 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 pandemic, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - (a) to disqualify any Eligible Business; or
  - (b) subject to any directions from a regulatory authority, extend, suspend, terminate or cancel the Promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the Eligible Business's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Business to automatically enter repeatedly is prohibited and will render all entries submitted on behalf of that Eligible Business invalid.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any 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) 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.
26. 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 an Eligible Business or authorised representative; or (f) taking/use of a prize.
27. As a condition of accepting the prize, the prize taker must sign any legal documentation as and in the form required by the Promoter and/or the Prize Supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
28. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act (Cth) 1988. A copy of the Promoter's privacy policy can be viewed at <https://www.bunnings.com.au/privacy-policy>. To request access to, or to update or correct, personal information the Promoter holds about them, authorised representatives of Eligible Businesses can contact the office of the Promoter at the address set out in clause 2 or view the Privacy Policy for instructions. The Privacy Policy also contains information about how authorised representatives can complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. 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 agents, contractors, service providers, Prize Supplier and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

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