

BMW & MINI TRADE CLUB R nineT MOTORBIKE PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
 2. Entry is only open to Australian businesses that are members of the BMW and Mini Trade Club. Businesses must have a valid Trade Club Membership Number in order to be deemed eligible for entry into this promotion.
 3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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.
 4. Entries into the promotion open on 19/03/2021 and close at 11:59pm AEDST on 30/11/2021 ("**Promotional Period**").
 5. To be eligible to enter, an authorised representative on behalf of an eligible business must spend a minimum of \$500(ex GST) in a single invoice on Trade Club parts during the Promotional Period ("**Qualifying Transaction**").
 6. To enter, an authorised representative on behalf of an eligible business must then undertake the following steps during the Promotional Period:
 - Visit the BMW and Mini Trade Club website and log in using their membership details and follow the prompts to the promotion entry page;
 - Input the requested details including their Trade Club Membership Number, Trade Club Member Name, the name and email address of the registered contact as listed on the Trade Club Membership details, the invoice number and date, the value of the Trade Club parts purchased and the name of the name of the dealer from which the Trade Club parts were purchased; and then
 - Submit the fully completed online entry form.
- Eligible businesses will be awarded entries into the draw according to the amount spent in the Qualifying Transaction as follows:
- Spend between \$500 and \$999.99 (ex GST) on a single invoice on Trade Club parts and be awarded 1 entry into the draw;
 - Spend between \$1,000 and \$1,999.99 (ex GST) on a single invoice on Trade Club parts and be awarded 3 entries into the draw; or
 - Spend \$2,000+ (ex GST) on a single invoice on Trade Club parts and be awarded 7 entries into the draw.
7. Entries will be validated against Trade Club reports monthly and then tallied at the end of the Promotional Period. The Promoter will send a communication to each eligible business confirming the number of entries earned at the end of each month and at the end of the Promotional Period.
 8. Multiple entries permitted, subject to each Qualifying Transaction being submitted separately and in accordance with entry requirements.
 9. Eligible business must retain their original invoices for all Qualifying Transactions as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an eligible business' entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the dealer of purchase and that the purchase was made during the Promotional Period but prior to entry.
 10. The Promoter reserves the right, at any time, to verify the validity of entries and eligible businesses and reserves the right, in its sole discretion, to disqualify any business that 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 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.
 11. Incomplete or indecipherable entries will be deemed invalid.
 12. There will be eight (8) monthly prize draws (each a "**Monthly Draw**") and one (1) major prize draw ("**Major Draw**") conducted for this promotion. Entries open and close for each draw on the dates/times indicated in the table below. All draws will take place at Anisimoff Legal, Suite 5 Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 2:00pm AEST/AEDST (as the case requires) on the dates outlined in the table below. **Entries in each Monthly Draw will roll over into subsequent Monthly Draws and all entries (winning and non-winning) earned during the Promotional Period will be entered into the Major Draw.**



DRAWS	ENTRIES OPEN	ENTRIES CLOSE	DRAW DATE
1 Monthly Draw April	12.01am AEDST on 19/03/2021	11.59pm AEST on 30/04/2021	07/05/2021
2 Monthly Draw May	12.01am AEST on 01/05/2021	11.59pm AEST on 31/05/2021	04/06/2021
3 Monthly Draw June	12.01am AEST on 01/06/2021	11.59pm AEST on 30/06/2021	09/07/2021
4 Monthly Draw July	12.01am AEST on 01/07/2021	11.59pm AEST on 31/07/2021	06/08/2021
5 Monthly Draw August	12.01am AEST on 01/08/2021	11.59pm AEST on 31/08/2021	07/09/2021
6 Monthly Draw September	12.01am AEST on 01/09/2021	11.59pm AEST on 30/09/2021	08/10/2021
7 Monthly Draw October	12.01am AEST on 01/10/2021	11.59pm AEDST on 31/10/2021	09/11/2021
8 Monthly Draw November	12.01am AEDST on 01/11/2021	11.59pm AEDST on 30/11/2021	10/12/2021
Major Draw	12.01am AEDST on 19/03/2021	11.59pm AEDST on 30/11/2021	10/12/2021

13. The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn. Winning eligible businesses will be notified by email within two (2) business days of the relevant draw. The Major Draw prize winner will be published at www.bmwtradeclub.com.au on 17/12/2021. In the event of any winning ACT based eligible businesses of a Minor Draw prize, their names will be published at www.bmwtradeclub.com.au on 17/12/2021.

14. The Promoter's decision is final and no correspondence will be entered into.

15. The first valid entry drawn in each Monthly Draw will each win a BMW M Sweat Jacket valued at \$229 each.

16. The next two (2) valid entries drawn in each Monthly Draw will each win a BMW M Polo Shirt valued at \$119 each

17. The next two (2) valid entries drawn in each Monthly Draw will each win a BMW M T-Shirt valued at \$69 each.

18. The Promoter will liaise with each Monthly Draw prize winner to determine the appropriate sizing to be awarded. All sizing will be subject to availability.

19. The first valid entry drawn in the Major Draw will win a 2021 BMW nineT Motorbike valued at up to \$26,398. Prize includes registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest authorised BMW dealership.

20. If the winner is, through any legal incapacity or otherwise, unable to register the motorbike in their own name, then the winner may assign the motorbike to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the motorbike is awarded. It is a condition of accepting the Major Draw prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

21. All prizes will be awarded to the owner/manager of the respective winning business who may, in his/her absolute discretion, allocate the prize to any employee of that business ("Prize Recipient"). For the purposes of the Major Draw prize, the owner/manager must notify the Promoter of that transfer (in writing) by 31/12/2021 and must not issue the prize without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion.

22. Subject to the unclaimed prize draw clause, if for any reason a Prize Recipient does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.

23. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

24. Total prize pool value is up to \$31,238. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

25. A draw for any unclaimed prizes may take place on 11/03/2022 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 within two (2) business days of the draw. The winner of the Major Draw prize (if one is required) will be published at www.bmwtradeclub.com.au on 17/03/2022. In the event of any winning ACT based eligible businesses of a Minor Draw prize, their names will be published at www.bmwtradeclub.com.au on 17/03/2022.

26. Prize Recipients consent to the Promoter using 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.

27. 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, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

28. Any cost associated with accessing the promotional website is the authorised representatives 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 authorised representative to automatically enter repeatedly is prohibited and will render all entries submitted by that individual invalid.

29. 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) 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.

30. 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 business or Prize Recipient; or (f) use of a prize.

31. The Promoter collects personal information ("PI") both about the authorised representative and the eligible business, 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 at <https://www.bmw.com/en-au/footer/privacy.html>. 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 authorised representative. The Privacy Policy also contains information about how authorised representatives may opt out, access, update or correct their PI, how authorised representatives 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. The Promoter may disclose PI overseas, see the Privacy Policy for more details..

32. The Promoter is B M W Australia Limited (ABN11 004 675 129) 783 Springvale Road, Mulgrave VIC 3170, telephone 03 9264 4000.

NSW Authority TP/00876. ACT Permit No. TP21/00422. SA Permit No. T21/368