

**KYB ULTRATUNE WIN A GRAND PROMOTION
TERMS AND CONDITIONS**

General

1. Information on how to enter and prize form part of the Terms and Conditions of Entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to UltraTune Customers in Australia who are residents of Australia and who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of entry.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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. Government, wholesale and fleet customers are also ineligible to enter this competition.
5. The Promoter is NGK Spark Plug (Australia) Pty Ltd (ABN 94 005 601 294) (the '**Promoter**'). The Promoter's address is 6 Kingston Park Court, Knoxfield, VIC 3180.

How to enter

6. To enter Eligible Entrants must, during the Promotional Period (defined below): purchase and have installed a pair of two (2) KYB Shock Absorbers, Struts or Cartridges ('**Eligible Purchase**') from any UltraTune Service Centre during the promotional period and register online at ultratune.com.au/kyb. Online registrations must be made by 5.30pm AEDT 12/4/2019.
7. Only one entry is permitted per Eligible Purchase made. Eligible Entrants may only make a maximum of two (2) claims per vehicle for this promotion.
8. No responsibility is accepted for late, misdirected registrations or any issues/malfunctions relating to the household's internet service provider.
9. All entrants must retain their original receipts to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, to demonstrate that the entrant has complied with these Terms and Conditions. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and will not be able to claim a prize. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this

clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.

10. All Eligible Entrants that follow the steps above will go into the draw to win a \$1,000 EFTPOS card.

Open, Close, Draw and Publish dates

11. The competition commences on 01/02/2019 and closes 31/03/2019 at 5:30 PM ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter (AEDT).
12. The prize draw will be conducted on 17/4/2019 at 10:00am at NGK Spark Plug (Australia) Pty. Ltd. 6 Kingston Park Court Knoxfield VIC 3180.
13. The Winner will be contacted by phone and email within 24 hours of the draw. The Winner's name will be published online at kyb.com.au/terms-ultratune.
14. The Prize will be posted within 14 days from the Prize Draw date, upon verification of eligibility of entry. The Promoter reserves the right to require proof of purchase and identification from the Winner in order to claim their gift card.

Prize on offer

15. The total prize pool is valued at \$1,000.
16. There is only one (1) prize of \$1,000 Eftpos card ('**The Prize**').
17. Eftpos card conditions and exclusions apply. The Eftpos card needs to be activated by the Winner within activation period stated on the card.
18. The Eftpos card is not transferable, exchangeable or available with any other offer.
19. The Prize will be posted within 14 days of the draw.
20. The Promoter accepts no responsibility for the \$1,000 Eftpos card lost once received.

Further Terms and Conditions

21. Eligible Entrants must comply with these Terms and Conditions. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
22. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.

23. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. The Prize is not transferable or exchangeable and cannot be taken as cash. The prize will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
24. The benefiting party is UltraTune, Unit 15, 762 Toorak Rd, Glen Iris, VIC 3146. ABN 52 065 214 708

Privacy Collection statement

25. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.kyb.com.au/privacy-policy/. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, NGK Spark Plug (Australia) Pty Ltd (ABN 94 005 601 294) of 6 Kingston Park Court, Knoxfield, VIC 3180.

Copyright, Statutory guarantees, Waiver and liability

26. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
27. In participating in the competition, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
28. The Winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
29. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
31. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
32. 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 winner or Entrant; or (f) use of a prize. The Promoter (including its officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees.

Competition permits

33. Authorised under: NSW Permit No. LTPS/18/30206.