### **CONDITIONS OF ENTRY**

#### **GENERAL:**

- 1. Information on how to enter the SIXT Rent and Win competition (**Promotion**) and prize details form part of these Terms and Conditions.
- 2. By participating in the Promotion you will be deemed to have:
  - a) accepted these Terms and Conditions; and
  - expressly consented to our use of your personal information under the Privacy Act 1988 (Cth), Spam Act 2003 (Cth), and other related communication and privacy legislation for marketing and other SIXT business purposes.
- 3. The promoter is Kingmill Pty Limited, trading as SIXT Australia ABN 58 003 966 649 of Level 13, 151 Clarence St, Sydney, NSW 2000.
- 4. The Promotion commences on 2nd January 2022, 12:00am and entries close on 31st March 2022, 11:59pm AEDST (**Promotional Period**).
- 5. Entry is only open to New South Wales (**NSW**) and Australian Capital Territory (**ACT**) residents aged 25 years or over with a current valid Driver Licence who are members of National Roads and Motorists' Association Limited (**NRMA**).
- 6. These Terms and Conditions are governed by the laws of New South Wales, Australia.

### **How to Enter**

- 7. To enter this Promotion you must during the Promotional Period complete a SIXT rental reservation by:
  - (a) Booking a SIXT rental vehicle and quote the NRMA Membership Number (bookings can be made from 2<sup>nd</sup> January to end of the Promotion Period); and
  - (b) Picking up the vehicle from and returning that vehicle to an Australian SIXT location.
- 8. You also acknowledge that at the time of entering the Promotion, your contact details associated with your NRMA membership are current.
- 9. There will be one (1) component to this promotion: Major Prize Component (game of chance); and skill plays no part in the component. The Promoter's decision is final and no correspondence will be entered into with entrants. Only (1) entry is permitted per rental.
- 10. All entries, once submitted, become the property of the Promoter.

# **Major Prize Draw Component**

11. This component of the promotion is also a game of chance and skill plays no part in determining the major prize draw winner.

- 12. There will be one (1) random major prize draw conducted during the Promotional Period ("Major Prize Draw"). All entries received during 2<sup>nd</sup> January, 2022, 12:00am and 31<sup>st</sup> March, 2022, 11:59pm will be eligible for the major prize draw. The Major Prize Draw will take place at NRMA, Level 13, 151 Clarence Street, Sydney NSW 2000 at 4<sup>th</sup> April 2022, 3:00pm AEST.
  - The first valid entry drawn from the total number of entries received, will win an electric vehicle rental up to the value of \$1,500 (which is subject to vehicle availability at selected locations), and NRMA Holiday Parks and Resorts gift voucher to the value of up to \$1,000. Total Prize valued at up to \$2,500. The NRMA Holiday Parks and Resorts voucher to the value of up to \$1,000 will be valid for 12 months, is subject to blackout periods, and available at selected locations. Details of locations of Sixt EV vehicles, as well as details of locations and blackout periods for NRMA Holiday Parks and resorts are available at https://www.sixt.com.au/nrmaevterms
- 13. The winner will be notified by telephone and/or email within two (2) business days of the Major Prize Draw and their name published on the NRMA website (<a href="https://www.mynrma.com.au">https://www.mynrma.com.au</a>).
- 14. Should the initial Major Prize Draw winner not claim their prize within 3 days from the draw date, a redraw will be held at 11<sup>th</sup> April 2022 at 10:00am, at the location specified in clause 12. The redrawn winner notified by telephone and/or email and their name published on the NRMA website (https://www.mynrma.com.au).
- 15. If any prize (or part of any prize) is unavailable, the Promoter reserves the right to substitute the prize (or part of the prize) with a prize of equal value or specification, subject to any written directions given by the appropriate State or Territory Lottery Departments. No responsibility or liability is accepted for any variation in the value of the prizes. The prize is valued in Australian dollars.
- 16. Total prize pool value for the Major Prize Draw Component is \$2,500.
- 17. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
- 18. Any ancillary costs associated with redeeming the prize are not included and are at the responsibility of the winner.
- 19. If for any reason a winner does not redeem the prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
- 20. Prize, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

## Eligibility

21. 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, exspouse, 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.
- 22. To protect the integrity of this competition, the Promoter reserves the right, at any time and its sole discretion, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence during and after the Promotion) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
- 23. Eligibility, requires customers booking, comply with the rental terms and conditions pertaining to minimum age requirements.

## **Personal Information and Privacy**

- 24. The details contained in your entry are protected by security safeguards as detailed in the Promoter's Privacy Policy, which is available at https://www.sixt.com.au/privacy. Personal Information will only be used in accordance with the Promoter's Privacy Policy. The Promoter will also endeavour to provide you with an option to opt out of receipt of such communications. You should direct any request to access, update or correct information to the Promoter.
- 25. You can contact the Promoter's Privacy Officer if you would like details of the personal information that the Promoter may hold about you or if you would like it to be corrected. The Privacy Officer details are:

Privacy Officer Level 13, 151 Clarence St Sydney, NSW, 2000

Or via email at

privacy@sixt.com.au

26. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

# **Limitation of Liability**

27. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian Consumer law. To the fullest extent

- permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.
- 28. The Promoter will not be liable for any modification, suspension, termination or cancellation.
- 29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.