

## TERMS AND CONDITIONS

### SIXT 1<sup>st</sup> Birthday Giveaway – December 2022

#### General

1. By participating in the SIXT 1<sup>st</sup> Birthday Giveaway, you will be deemed to have:
  - a) accepted these Terms and Conditions; and
  - b) 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 NRMA business purposes.
2. The promotor is is Kingmill Pty Limited, trading as SIXT Australia ABN 58 003 966 649 of Level 13, 151 Clarence St, Sydney, NSW 2000.
3. The Promotion commences at 12:00am (Sydney time) on 1<sup>st</sup> December 2022 and entries close at 11:59pm (Sydney time) on 28<sup>th</sup> February 2023.
4. Entry is open to Australian permanent residents only. Entrants must have a valid driver's licence to enter the Promotion.

#### How to Enter

5. To validly enter the Promotion, entrants must have rented with SIXT between the 1<sup>st</sup> of December 2021 to 28<sup>th</sup> February 2023 (**Participant**).
6. Customers who have rented a vehicle with SIXT from 1<sup>st</sup> December 2021 to 30 November 2022 will need to enter the competition by filling out our form: [SIXT Australia's 1st Birthday Giveaway \(jotform.com\)](https://jotform.com) by 23:59 on the 28<sup>th</sup> February 2023.
7. Customers who have rented a vehicle with SIXT from 1<sup>st</sup> December 2022 to 28<sup>th</sup> February 2023 will be automatically entered into the competition and are not required to fill in an entry form.
8. Each SIXT rental car booking will receive one (1) entry. There are no limits to the number of entries per participant.
9. All entries will have an equal chance of winning.
10. All entries, once submitted, become the property of the Promotor.
11. This is a game of chance and skill plays no part. The Promotor's decision is final and no correspondence will be entered into with losing and/or ineligible Participants.

#### Eligibility

12. Entry is open to all SIXT Australia customers who:
  - a) have rented with SIXT Australia between 1<sup>st</sup> of December 2021 and 28<sup>th</sup> February 2023;
  - b) whose rental was not subject to the terms of a corporate rental agreement between SIXT and one of its corporate clients;
  - c) is an Australian permanent resident;
  - d) has a valid driver's licence;
  - e) have picked up the rental car before 11:59pm on the 28<sup>th</sup> February 2023.
13. If an entrant is deemed ineligible, that entry will be removed from the draw.

14. If the winner does not agree to the terms and conditions outlined, a redraw will take place.
15. Employees of the Promotor and its Related Bodies Corporate (as this term is defined in the *Corporations Act 2001* (Cth) and their immediately family, and any person involved in the management of the Promotor and their immediately family, are prohibited from taking part in the Promotion.
16. To protect the integrity of the competition, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Promotion) the validity of all entries (including an entrant's identity, age, place of residence and the purchase) and to disqualify any entrant who submits invalid, incomplete, indecipherable, or illegible entries, or tampers with the entry process, or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

### **Draws and Prizes**

17. The draw will take place at the premises of the Promotor, being Level 13, 151 Clarence Street, Sydney NSW 2000 at 3:00pm (Sydney time) on 2<sup>nd</sup> March 2023.
18. The first drawn entry will win the Prize.
19. There is one prize to be won by one Participant. The total value of the Prize is up to \$50,000 AUD.
20. The Prize consist of a free 365-day car rental from any SIXT location in Australia plus full insurance cover.
21. The free 365 days rental period will start from the date of the first vehicle rental. The winner must make the first vehicle rental within 365 days from the date of being notified of their prize, otherwise the prize will be deemed forfeited.
22. There are no bonus prizes awarded in this Promotion. All prize values are in Australian dollars.
23. The prize value is correct at the time of printing and the Promotor accepts no responsibility for any subsequent variation in the prize value.
24. The choice of vehicle is subject to the availability of each SIXT pick up location. If the preferred vehicle is unavailable, the Promotor reserves the right to substitute the Prize (or part of the Prize) with a prize of equal or greater value or specification, subject to any directions given by the applicable regulator. No responsibility or liability is accepted for any variation in the value of the prizes. Prizes are not exchangeable, transferrable, or redeemable for cash.
25. The winner can rent a commercial vehicle for up to 30-days over the prize period.
26. The winner can only rent a vehicle allowed by their driver licence class.
27. Any ancillary costs associated with redeeming the prize are not included and are at the responsibility of the winner, including but not limited to fuel cost, toll charges and electricity charging cost.
28. The winner cannot sub-rent the vehicle.
29. The winning participant will be notified in writing on 3<sup>rd</sup> March 2023 and their name and postcode published on the SIXT website. Only the winning participant will receive written notification.

30. The winner must book their own vehicle by booking via their dedicated booking agent. Details of the booking agent will be provided upon acceptance of the prize. There are no limits on the number of times the winner can change vehicles during this prize period.
31. The winner must collect their own vehicle from a SIXT car rental. Only one (1) vehicle can be booked by the winner at any given period during the prize period.
32. The winning participant must provide written consent of their acceptance of the Prize within 3 months of being notified in writing. Winners who do not claim all or part of their prize within this period will be disqualified. If there is no winner of the prize, that information will be published on [www.sixt.com.au](http://www.sixt.com.au).
33. Subject to any directions from the applicable regulator, any redraw which occurs as a result of unclaimed prizes will take place at 3:00pm (Sydney time) on 5th June 2023. Any subsequent winning Participants will be notified via email and have their names and postcode published on [www.sixt.com.au](http://www.sixt.com.au) on 7<sup>th</sup> June 2023 (unless they asked for the name not to be published).
34. The prize is only available for redemption within Australia.
35. The winner agrees to SIXT putting a holding deposit on the winner's credit card upon collection of their first vehicle, and the holding deposit will be returned upon the return of their last rental vehicle at the conclusion of their prize period.
36. The prize includes full insurance cover for the driver. If there is significant damage to any rental car, SIXT reserves the right to terminate the prize and refuse further vehicles to be rented to the winner as part of the prize.
37. The prize is covered for the winner plus 1 additional driver per rental agreement. The additional driver must have a valid driver licence, is over the age of 25 and lives in the same household as the winner.
38. The winner agrees to be filmed and/or photographed when redeeming their prize. Any content or material produced is wholly owned by the Promotor and may be used for marketing purposes. The winner agrees that any content or material may be used by the Promotor at its sole discretion and the winner will not receive any remuneration or other form of payment if such material is used.

### **Personal Information and Privacy**

39. The details contained in each Participant's entry are protected by security safeguards as detailed in the Promoter's Privacy Policy, which is available at [Privacy \(sixt.com.au\)](http://Privacy(sixt.com.au)). Personal information will only be used in accordance with the Promotor's Privacy Policy and these Terms and Conditions.
40. Participants can contact the Promoter's Privacy Officer if they would like details of the personal information about them held by the Promoter, or to exercise any of their rights under the *Privacy Act 1988* (Cth):

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

Or via email at:

[privacy@sixt.com.au](mailto:privacy@sixt.com.au)

41. The Promoter and its related companies may, for a reasonable period, unless otherwise advised, use a Participant's personal information (such as name, age, membership number and image, mobile phone number, email address) and any other information provided to the Promoter pursuant to this Promotion without remuneration or compensation to the Participant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning for marketing purposes (for example by promoting the Promoter, its business and related companies).

### Limitation of Liability

42. Subject to any applicable guarantee, warranty, right or condition which cannot by law be excluded or limited, or the exclusion of which would invalidate some or all of these Conditions of Entry, including without limitation under the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law* or under the applicable state or territory laws applying to competitions of this type (**Non-excludable Condition**), the Promoter is not responsible for and excludes all liability (including negligence) for and in relation to any loss or damage (including loss of opportunity, loss of profit, and any indirect, special or consequential loss) arising in any way suffered or incurred (including without limitation death or injury) by reason of any act or omission, including without limitation negligence, by the Promoter in connection with the Promotion. Without limitation, this applies to:
- a) any technical errors or equipment malfunction including any interruption, defect, or delay in operation or transmission or a carriage service, communications line or network (whether or not under the Promoter's control);
  - b) any unauthorised access to or third-party interference with the Promoter's CAD;
  - c) any entry that is late, lost, altered, deleted or misdirected (whether before or after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; and
  - d) any tax or other regulatory liability incurred by a Participant in relation to a Participant's participation in the Promotion.
43. Subject to any Non-excludable Condition, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
44. Subject to regulatory approval, the Promoter may:
- a) modify or suspend the Promotion if all entrants participating in the competition until that point are notified of the changes to these Conditions of Entry, upon notification of any such changes, the affected entrants may terminate their participation in the competition without any liability to the entrant; or
  - b) suspend, terminate, or cancel the Promotion, and the Promoter will not be liable to any person for any such modification, suspension, termination, or cancellation.
45. The Promoter has no liability to any person for any dispute between a Participant or its officers, employees, agents, contractors, or consultants in relation to the Promotion.
46. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
47. The Promoter does not guarantee or otherwise make any representation that a Participant will receive any, or a specific, prize under the Promotion.
48. These Terms and Conditions are governed by the laws of New South Wales, Australia.

### Permit / Licence

**NSW Permit No TP/02278** as authorised by the Office of Fair Trading.

**ACT Permit No TP 22/02231** as authorised by ACT Gambling and Racing Commission.

**SA Licence No T22/1791**