Capricorn Hot lap Promotion 2025 Terms & Conditions ("Conditions of Entry")

		Schedule	-	
Promotion:	Capricorn Hot lap Promotion 2025			
Promoter:	Wurth Australia Pty Ltd (ABN 48 002 487 096), Building 5, 43-63 Princes Highway, Dandenong South, VIC 3175, Australia. Ph: 03 8788 1111			
Promotional	Start date: 1/10/2025 at 07:00 am AEDT			
Period:	End date: 31/10/2025 at 05:00 pm AEST			
Eligible businesses:	Entry is only open to Australian businesses that are members of Capricorn Society Ltd, who become customers of Wurth Australia Pty Ltd and place their first eligible order in the month of October 2025.			
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, Create An Account and make an Eligible Purchase.			
	To "Create An Account" the Capricorn Member must complete the Wurth Australia Capricorn Conversion form — available here: - https://au-wurth.atlassian.net/servicedesk/customer/portal/60/group/76/create/410			
	An "Eligible Purchase" is an order placed with Wurth Australia using a Wurth Australia customer number (321xxxxxx) that exceeds \$200 (excl GST). This order must be the first order placed under the Wurth Australia Customer Number and must be received between 1/10/25 and 31/10/25 An Eligible Purchase qualifies as one entry into the draw, regardless of the quantity purchased.			
	Each Eligible Purchase will automatically be entered into the draw. No additional action is required to enter the draw.			
	Entries permitted:	One (1) entry per Eligible Purchase.		
Total Prize Pool:	AUD \$990			
	Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is a V8 hop experience with Red Bull Ampol Racing, to take place at Sandown racecourse on Monday 17th November 2025.		1	AUD\$990.00	Draw: random electronic draw - 04/11/2025 at 10:00 am AEST
manager or business (as	ill either be awarded to the owner or the the Promoter's contact of the winning determined by the Promoter).			
Winner notification:	The winners will be contacted by phone and email within one (1) business day of the draw. The winners will be published at https://www.wurth.com.au/en/wurth_au/exploreonemorecomptc.php by 08/11/2025.			
Unclaimed Prizes:	Prizes must be claimed by 04/11/2025 at 1 redrawn on 06/11/2025 at 10:00 am AEST Dandenong South VIC 3175, Australia. The	at Wurth Australia Pty	Ltd, Building 5, 43	-63 Princes Highway,

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

https://www.wurth.com.au/en/wurth au/exploreonemorecomptc.php by 09/10/2025.

one (1) business day of the redraw. The winners will be notified publicly (and their details published) at

- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

5. Draw:

- a) The draw will take place at Wurth Australia Pty Ltd, Building 5, 43-63 Princes Highway, Dandenong South VIC 3175, Australia at 10:00 am AEST on 4th of November, 2025 using random electronic draw.
 - i) The first valid entry drawn will win the prize specified in the Schedule above.
- b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
- c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a prize drawn is determined by chance.
- 6. All reasonable attempts will be made to contact each winner.
- 7. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
- 11. No entry fee is charged by the Promoter to enter the Promotion.
- 12. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act* 1988 (Cth) and its <u>Privacy Policy</u>. The Promoter's <u>Privacy Policy</u> contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's <u>Privacy Policy</u>. Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.
- 14. For the purposes of public statements and advertisements, the Promoter may only publish the winners' business name and State/Territory or postcode of business residence.
- 15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely

participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

- 16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the provision of the prize is the sole responsibility of the third-party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third-party to deliver the prize, any delay or failure relating to the prize itself or failure by the third-party to meet any of its obligations in these Conditions of Entry or otherwise.
- 17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act* 2010 (Cth).
- 18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details. If a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win.
- 20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
- 21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 23. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components. The prize consists of event admission tickets only. Travel, accommodation, meals, transfers, insurance, and any other ancillary costs are the responsibility of the winner.
- 24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
- 25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.