Competition Terms and Conditions

Game of Chance

Thrifty + Virgin Australia Business Flyer 200,000 Velocity Points Promotion

A. General

- Information on how to enter this Promotion, mechanics of entry and Prize form part of these Competition Terms and Conditions. Entry into this Promotion is deemed acceptance of these Competition Terms and Conditions by each Entrant.
- 2. The Promoter is Hertz Australia Pty Ltd (Trading as Thrifty) ABN 31 004 407 087 of 105 York Street, South Melbourne, VIC 3205 (**Promoter**).
- 3. Entry is open to Virgin Australia Business Flyer members (Entrants)
- 4. The directors, officers, management and employees (and their immediate families) of the Promoter, Virgin Australia Airlines Pty Ltd and Velocity Frequent Flyer Pty Ltd (**Velocity**), and their associated franchisees, agencies and companies are not eligible to enter this Promotion.
- 5. The Promotion commences at 12:01AM AEST 21 May 2025 and ends at 11:59PM AEST 30 June 2025 (**Promotion Period**).

B. Entry

- 6. To enter the Promotion, Entrants must, during the Promotion Period:
 - a. Make an eligible Thrifty car rental booking via the Virgin Australia Business Flyer Thrifty booking page (Booking Page), for vehicle rental between 21 May 2025 to 31 July 2025 (Travel Period). An eligible rental vehicle includes any Thrifty vehicle available to book via the Booking Page during the Travel Period from participating Thrifty Corporate locations in Australia and New Zealand including Adelaide Airport, Adelaide Downtown, Alexandria, Arncliffe, Artarmon, Auckland Airport, Auckland Downtown, Auckland Mangere, Auckland North Harbour Cars, Auckland South Cars, Blenheim Airport, Brisbane Airport, Brisbane Downtown, Brookvale, Burnie Airport, Burnie Downtown, Cairns Airport, Cairns Central, Campbellfield Cars, Canberra Airport, Christchurch Airport, Christchurch Downtown, Christchurch Harewood, Christchurch West Cars, Currumbin Waters, Devonport Airport, Devonport Downtown, Devonport Ferry Term, Dunedin Airport, Dunedin Central, Emerald Airport, Essendon Airport, Exmouth Downtown, Fyshwick Downtown, Gladstone Airport, Gold Coast Airport, Greymouth Railway St, Hamilton Airport, Hamilton Downtown, Hamilton East Cars, Hendra, Hobart Airport, Hobart Downtown, Hokitika Airport, Invercargill Airport, Karratha Airport, Kerikeri Airport, Kingscote Airport, Launceston Airport, Launceston Commercial, Launceston Downtown, Learmonth Airport, Mackay Airport, Melbourne Airport, Melbourne Downtown, Moranbah Airport, Moranbah Downtown, Nelson Airport, New Plymouth Airport, Newcastle, Newman Airport, Palmerston North Airport, Paraburdoo Airport, Penneshaw, Perth Airport, Perth Downtown, Picton Ferry, Port Hedland Airport, Pukekohe Cars, Queenstown Airport, Queenstown Downtown, Queenstown Frankton, Rockhampton Airport, Rockhampton Downtown, South Melbourne,

- Sydney Airport, Sydney Downtown, Taren Point, Thangool Airport, Townsville Airport, Townsville Downtown, Tullamarine Off Airport, Wanganui Airport, Wanganui Downtown, Wellington Airport, Wellington Downtown, Wellington Ferry, Whangarei Airport, Whangarei Downtown, Williamtown Airport (**Eligible Rental**); and
- b. Hold a current Virgin Australia Business Flyer membership in accordance with the relevant <u>Virgin Australia Business Flyer Terms & Conditions</u> and provide their current Virgin Australia Business Flyer membership number at the time of the booking.
- 7. One (1) Eligible Rental equates to one (1) valid entry. There is no limit to the number of entries per Entrant for the duration of the Promotion Period.
- 8. Entries will be deemed accepted at the time the Entrant collects the booked rental vehicle and not at the time of booking. Entries received will be considered final by the Promoter. If a booking is cancelled or refunded at any time then the entry or entries will be deemed invalid. Illegible, incomprehensible and incomplete entries will be deemed invalid. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
- 9. If you enter the Promotion but no longer wish to participate, please email: partnershipsanz@hertz.com and you will be removed from the Promotion.
- 10. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.

C. Drawing Winner

- 11. The draw will be conducted at 3:00 pm AEST on 4 August 2025 at the Promoter's **Head Office** at 105 York Street VIC 3205. The draw method is an electronic draw using the TPAL Electronic Draw System (**Draw Method**).
- 12. The winner (**Winner**) will be notified within two (2) business days from the draw date, by phone and email where further contact information and details will be requested including, but not limited to, full name, phone, email, and address Within seven (7) days after the draw, the last name, first initial, postcode and state of a winner (Winner) will be announced on https://www.thrifty.com.au/competition-winners.
- 13. Entries not fully complying with these Competition Terms and Conditions may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these Competition Terms and Conditions, the entry will be discarded, and the relevant Prize will be re-awarded in accordance with the relevant clause of these Competition Terms and Conditions as if the discarded entry had not been received.
- 14. All decisions of the Promoter are final and no discussions or correspondence will be entered into.
- 15. This is a game of chance and skill plays no part in determining the outcome.

D. Prize

- 16. There is one (1) Prize to be won. The Prize consists of 200,000 Velocity Points.
- 17. The maximum total Prize pool value is \$7,952 AUD (including GST). The Prize is not exchangeable and cannot be taken as cash.
- 18. The Velocity Points will be allocated to the Winner's Virgin Australia Business Flyer account only within 30 days of the draw being completed.
- Use of Velocity Points is subject to the Velocity Members Terms and Conditions, which are located on the Velocity Frequent Flyer website at https://www.velocityfrequentflyer.com/content/TermsConditions/.
- 20. To be eligible to accept the Prize, the Winner must have fully complied with the entry process in Section B.
- 21. Virgin Australia Business Flyer Members can transfer Velocity Points in the Rewards Portal to the account of an eligible employee, who is also a Velocity Frequent Flyer member. Please note there is a minimum point transfer of 3,000 Points.
- 22. The Prize may be redeemed for goods and services that are purchasable using Velocity Points. Value is based on a sample of the Velocity Points options that could be obtained by redeeming the Prize through the Velocity Points program at the time of this Promotion (as more fully defined in the terms and conditions of the Velocity Points program which can be viewed at www.velocityfrequentflyer.com). The estimate of value is provided for the purposes of licensing this promotion only the value of the Velocity Points will vary depending on how and when they are redeemed by the Winner through the Velocity Points program.
- 23. The Velocity Points can be redeemed through the Velocity Points program in several ways, in accordance with the terms and conditions of the Velocity Points program and Velocity Frequent Flyer store.
- 24. The Promoter, its agents and associate companies are not responsible for and exclude all liability (including negligence), for any variation in the Prize value to that stated in these Terms and Conditions.

E. Contacting the Entrant

25. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

F. Intellectual Property

26. The Promoter may want the Winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the Prize to the Winner, the Winner permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the Prize to appear in any media whatsoever throughout the world for an unlimited period and the Winner will not be entitled to any fee for such use.

27. The Promoter reserves the right to request that the Winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a Prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that the Winner cannot provide suitable proof, the Winner will forfeit the Prize in whole and no substitute will be offered.

G. Tax

- 28. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by a Winner, an Entrant or their employer in regard to any connection with participating in the Promotion or the receipt or use of any Prize.
- 29. The Winner will be required to pay any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the Prize.
- 30. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a Prize.
- 31. The Promoter does not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the Prizes.

H. Legal

- 32. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Competition Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion.
- 33. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Competition Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
- 34. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this

- Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to any written direction given under State Regulation.
- 35. 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 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any Prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or Prizes; and (iv) acceptance and/or use of any Prize (including but not limited to any component of a Winner's trip).
- 36. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Competition Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 37. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 38. The Promoter will be disclosing personal information to Velocity and its related companies for the purpose of providing the Prize to the Winner. If Velocity cannot collect the Winner's personal information, it will not be able to provide the Winner with a Prize. Velocity may also disclose your personal information to and/or collect your personal information from its related companies (including Velocity Rewards Pty Ltd) and third parties who provide (or help the Velocity provide) products and services. Velocity may disclose your personal information to persons or organisations located in overseas countries, as described in the Velocity's Privacy Policy (https://www.velocityfrequentflyer.com/content/Privacy/). Velocity's Privacy Policy also states how you can seek to access or correct your personal information and how to make a privacy complaint. You can contact the Virgin Australia Group Privacy Officer at privacy@virginaustralia.com. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the competition, the Entrant is taken to consent to the Promoter's privacy policy which contains

information, among other things, about how the Entrant may access personal information that is held by the Promoter about them and seek correction of such information. See https://privacy-central.eu.securiti.ai/notice-embed/800cf249-f2db-4887-a07b-8ae21891e35b The Promoter generally does not give an Entrant's personal information to anyone outside of Australia.

- 39. You consent to the Promoter using your personal information for future promotional and marketing purposes regarding the Promoter's products and services, including contacting the entrant via SMS and email messages (and you consent to receiving such messages from the Promoter). Information on how to opt-out from these messages is set out in the Promoter's Privacy Policy.
- 40. Entrant's personal information may be disclosed to State and Territory lottery departments and the Winner's name published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
- 41. Except for any liability that cannot be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to an Entrant for, and the Entrant waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:
 - a. any act or omission of an Entrant;
 - b. any breach of these Terms & Conditions by the Entrant;
 - c. any personal injury or death or property loss or damage;
 - d. claiming the Prize;
 - e. use of the Prize in any way;
 - f. any theft of any Prize or unauthorised access or third party interference in the Promotion;
 - g. any entry or Prize claim that is late, lost, altered, damaged, delayed, corrupted or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - h. any tax liability incurred by a winning Entrant; or
 - i. except to the extent such liability was caused or contributed to by the Promoter's negligent act or negligent omission.
- 42. Currency: Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- 43. Jurisdiction: Entrants are subject to the laws and courts of the relevant jurisdictional authority.
- **Permits/Authority:** Authorised under permit numbers are:

ACT Permit Number: TP 25/01139

ii. SA Permit Number: T25/857

For Reference only: Approved Standard Thrifty + Virgin Australia Business Flyer Offer T&Cs

Thrifty + Virgin Australia Business Flyer Offer Terms and Conditions

- Minimum 1 day rental applies.
- Maximum discount of 15-18% off the time and kilometre charges (base rate) per rental.
- Maximum discount of 40% off Damage Liability Reduction offerings (ADE, PP & UP).
- Rental days are based on a twenty-four (24) hour period. A twenty-nine (29) minute grace period is allowed for returns. Returns outside the grace period will be charged up to an extra day rental fee.
- Offer cannot be used in conjunction with any other promotion, special offer or coupon.
- Offer is not available on pre-paid (pay now) rental rates. Offer is not applicable on contract, tours, government, or insurance replacement rentals.
- Thrifty standard driver and credit qualifications in effect at time and place of rental apply.
- Minimum renter age without a surcharge is 25 years. Drivers aged 21-24 years may be eligible to rent subject to an age differential charge.
- Vehicles may be reserved by car group only and not by model or colour. Fleet is subject to change without notice.
- Offer applies in Australia to vehicle groups Compact Auto (H -CDAR), Compact Hybrid (H2 -CDAH), Compact SUV (G -CFAR), Compact SUV Hybrid (G2-CFAH), Intermediate SUV 2WD (I -IFAR), Intermediate SUV Hybrid (J2-IFAH), Intermediate SUV AWD (V -IFDR), Large SUV 7 Seater (E1 -FFAR), People Mover 8 Seater Van (T -FVAR), Mobility Van (T1 -FXAR), Standard Sports EV (D5-RSAC). All vehicles are subject to availability at time of booking.
- Offer applies in New Zealand to vehicle groups Compact Auto (D CDAR), Compact Hybrid (D2-CDAH), Fullsize Hybrid (F2 FDAH), Compact SUV (G CFAR), Compact SUV Hybrid (G2-CFAH), Premium Wagon AWD (H FFDR), Intermediate 2WD SUV (I IFAR), Intermediate AWD (J IFDR), Intermediate SUV Hybrid (J2 IFAH), Premium 4WD (M PFBR), Luxury 8 Seater (K FVAR), 12 Passenger Van (X PVAR), Standard Sports EV (E2-RSAC). All vehicles are subject to availability at time of booking.
- Terms and conditions (including rates) are subject to change without notice.

Virgin Australia Business Flyer

- Virgin Australia Business Flyer members will be eligible for the following Thrifty Points earn rate:
 - o Tier 1: 1 Point per AUD \$1 (excluding GST) spent on car rental.
 - o Tier 2: 1.5 Points per AUD \$1 (excluding GST) spent on car rental.
 - o Tier 3: 2 Points per AUD \$1 (excluding GST) spent on car rental.

- To be eligible to earn Velocity Points for your business, the business must hold a current Virgin Australia Business Flyer membership in accordance with the relevant Virgin Australia Business Flyer and Velocity Terms and Conditions. To be eligible to earn Velocity Points via Thrifty, the business must book through the Thrifty booking portal that can be accessed via the Virgin Australia Business Flyer Rewards Portal or the Virgin Australia Business Flyer Booking Portal. Points will be awarded to the member's account within 3 weeks after return of the vehicle.
- In addition to Points earn Virgin Australia Business Flyer members will also receive the following benefits from Thrifty on all bookings made via the Thrifty booking portal within the Virgin Australia Business Flyer Rewards Portal or the Virgin Australia Business Flyer Booking Portal:
 - A discount of 15-18% off the best base rate of the day on www.Thrifty.com.au (that is, the rates on the Thrifty booking portal accessed via the Virgin Australia Business Flyer Rewards Portal or the Virgin Australia Business Flyer Booking Portal.
 - a discount of up to 40% off Damage Liability Reduction added to a booking via the Thrifty booking portal.
 - o Priority Counter Service
 - o Quicker Reservation
 - Free Authorised Additional Driver
- The Thrifty Virgin Australia Business Flyer benefits and Points earn offers may change without
 notice and are subject to the Thrifty Business Partner Terms and Conditions as amended
 from time to time and <u>Virgin Australia Business Flyer</u> and <u>Velocity Terms and Conditions</u> as
 amended from time to time.

Velocity Frequent Flyer

- If the driver is also a member of Velocity Frequent Flyer and their Velocity membership number is added to the booking, they may earn Velocity Frequent Flyer Program Points in accordance with the <u>Velocity membership Terms & Conditions</u> as amended from time to time.
- Velocity Frequent Flyer members will not earn Points on contract rates, international
 wholesale rates, staff and industry rates, restricted rate plans, optional damage liability
 reduction, vehicle registration fee, premium location fee, admin fee, taxes, GST, one-way
 fees, age surcharges, additional driver fees and equipment such ski racks, baby/booster
 seats or GPS rental costs.
- Points will be awarded to the Velocity Frequent Flyer member's account within 8 weeks of return of the vehicle.
- Velocity membership and Points earn is subject to the <u>Velocity membership Terms and</u> <u>Conditions</u> as amended from time to time.