# Thrifty Car Rental: Win a double pass to the Boost Mobile Gold Coast 500 COMPETITION TERMS AND CONDITIONS

#### **Important**

The Winner may incur costs and expenses associated with their participation and utilisation of the Prize. See Terms and Conditions for more information or contact the Promoter with any questions you may have.

#### 1. Name of competition

1.1. The name of this competition is:

"Thrifty Car Rental: Win a double pass to the Boost Mobile Gold Coast 500" ("Competition").

#### 2. Promoter

- 2.1. Hertz Australia Pty Ltd (ACN 004 407 087/ABN 31 004 407 087) of Level 1, 105 York Street, South Melbourne VIC 3205, Australia..
- 2.2. To contact the Promoter please email <u>customerservicesau@thrifty.com</u> or telephone the Promoter's customer service line on <u>1300 110 196</u>.

### 3. Prize Supplier

3.1. The Prize Supplier of the competition on offer are Hertz Australia Pty Ltd (ACN 004 407 087/ABN 31 004 407 087) of Level 1, 105 York Street, South Melbourne VIC 3205, Australia.

### 4. Conditions of Entry

- 4.1. The entrant agrees and acknowledges that they have read the Competition Terms and Conditions of entry and any Schedules or Annexures to them ("Conditions of Entry") and that by entering this Competition they are deemed to have accepted these Conditions of Entry.
- 4.2. Conditions of Entry are subject always to applicable consumer protection laws and none of these Conditions of Entry are intended to exclude, restrict or modify any right or remedy under law.

## 5. Competition Period

- 5.1. The Competition is open for entry by Eligible Entrants from: 12:00pm (AEST) on **29 September 2025** and ends at 11:59pm (AEST) on **14 October 2025** ("Competition Period").
- 5.2. The Promoter reserves the right to extend the Competition end date at any time (subject to regulatory approval). The Promoter will use all reasonable endeavours to publish such a change at <a href="https://www.thrifty.com.au/deals/goldcoastmeetwill.com.au">https://www.thrifty.com.au/deals/goldcoastmeetwill.com.au</a>.

# 6. Who may enter the Competition?

6.1. The Competition may only be entered during the Competition Period by Eligible Entrants (as defined in clause 6.2. below.

6.3 The following are not eligible to enter the Competition
- Persons not Eligible Entrants under Clause 6.2;
<ul> <li>Directors, officers, management and employees (and their immediate families) of the Promoter, its associated agencies, franchisees and companies.</li> </ul>

# What must an Eligible Entrant do to enter a Competition?

To enter the Competition, Eligible Entrants must complete all of the following steps during the Competition Period.

STEPS TO ENTER					
1.	Be following @thriftyaustralia on Instagram ("Thrifty Instagram Account");				
2.	Like the competition post on the Thrifty Instagram Account; and				
3.	Tag a secondary person's account on the competition post on the Thrifty Instagram Account while continuing to comply with Steps 1 and 2 ("Compliant Tag").				

- 7.2 One entry is permitted per Compliant Tag. Unlimited entries per person are permitted as long as the above criteria are met. No responsibility is accepted for any entries that are incomplete, late, lost, misdirected or not received by the Promoter within the Competition Period.
- 7.3 Further, the Promoter is not responsible if Entrant's mobile device or computer desktop is not sufficiently capable for the purpose of submitting an entry.

# 8. The Prize

8.1 Please refer below to the below "Table of Prizes":

## **Table of Prizes**

Prize	Time & Date	Location	Prizes	Value per
			Available	Prize
2x general admission 3-day tickets to the Boost Mobile Gold Coast 500.	24 – 26 October 2025	Gold Coast, Queensland	1	\$312.35

Prize does not include accommodation or travel expenses.				
Meet and Greet with Will Brown	Friday 24 <sup>th</sup> October 2025	Gold Coast, Queensland	1	N/A

#### 9. Prize Terms and Conditions

- 9.1 Each Winner will receive a maximum of one (1) Prize of the "Prizes Available".
  - 9.2 Each Prize is valued at \$312.35. The Prize Value ascribed in the Table of Prizes is based on the recommended retail value of the prizes (inclusive of GST) as at the date of publishing these Conditions of Entry.
  - 9.3 The Promoter accepts no responsibility for any variation in the value of the Prize after the date of publication of the Conditions of Entry.
- 9.4 A Prize can only be won once by the same Eligible Entrant.
- 9.5 Neither the Prize as a whole, or any component of it, is exchangeable or redeemable for cash and must not be sold or exchanged by Winner whether for consideration or otherwise.
- 9.6 The Winner shall not be entitled to the proceeds of any insurance policy that the Promoter retains or receives in respect of this Competition.
- 9.7 If the Prize (or any part of the Prize) becomes unavailable, cancelled, delayed or is interrupted, due to the act or omission of another person or entity or to some cause beyond the Promoter's control, the Promoter shall not be required to provide an alternative prize or be liable to pay compensation to the Winner.
- 9.8 The Prize does not include, and the Promoter shall not be responsible for payment to, or reimbursement to the Winner for any costs or expenses incurred in or that may be incurred by the Winner or any person, by accepting the Prize, travel to and from Gold Coast, Queensland, accommodation, food or drink at the experience, costs associated with or ancillary to utilising the Prize, nor shall the Promoter be liable for any taxes which may be payable as a consequence of receiving the Prize.
- 9.9 The Promoter is not liable for any loss, damage, injury or death suffered as a result of the Winner accepting or using the Prize (or both), except for any liability that cannot be excluded by law.

# 10. Prize Draw

- 10.1. The Prize will **be drawn at 12pm (AEST) on 15 October 2025** at Level 1, 105 York Street, South Melbourne VIC 3205, Australia.
- 10.2. The Winners will be notified by Instagram message confirming that they are the Winner of a Prize ("Instagram Message"), where further information may be requested including but not limited to the Winner's email and telephone number. The Winners names will be published at <a href="https://www.thrifty.com.au/deals/goldcoastmeetwill.com.au">https://www.thrifty.com.au/deals/goldcoastmeetwill.com.au</a> on the 15th of October 2025.
- 10.3. If a Winner does not respond to the Instagram Message and provide the requested further information by **19**<sup>th</sup> **of October 2025 5pm**, the Winner will be deemed to have resigned the Prize and the Prize will be considered unclaimed.

- 10.4. If necessary, an unclaimed prize draw will be held at 10am on **20**<sup>th</sup> **October 2025** at the same location as the original draw.
- 10.5. In the event of a dispute concerning the conduct of the Competition or claiming the Prize, Eligible Entrants or Winners (as the case may be) must contact the Promoter to attempt to resolve the dispute in good faith.

## 11. Use of Eligible Entrant's personal information

- 11.1 The Promoter will use and collect the Eligible Entrant's personal information, as defined by the Privacy Act 1988 ("Privacy Act"), to conduct and manage the competition, for promotional and marketing purposes (including for direct marketing), regulatory compliance, to communicate with the Eligible Entrant or to store data.
- 11.2 The Promoter is bound by the Australian Privacy Principles ("APPs") in the Privacy Act and by entering the competition, the Eligible Entrant is taken to consent to the Promoter's privacy policy which contains information, among other things, about how the Eligible Entrant may access personal information that is held by the Promoter about them and seek correction of such information. For more information, please refer to the Promoter's <u>Privacy Policy</u>.
- 11.3 When collecting and using Eligible Entrant's data in accordance with Clause 11.1, the Promoter may disclose and transfer such information to subsidiary, related companies and third parties, including but not limited to agents, contractors, service providers, and any company that The Promoter has partnered with to run and operate the Competition.
- 11.4 The transfer of personal information and other related data to organisations outside of Australia may take place for the purposes of data processing and storage.
- 11.5 The Promoter collects personal information about Eligible Entrant's to enable participation in this Competition, for the Promoter's marketing activities and for the other purposes set out at Clause 11.1, but no further use of an Eligible Entrant's personal information will be made without the prior consent of Eligible Entrants.
- 11.6 The Promoter will disclose personal information to the Prize Supplier for the purpose of providing the Prize to the Winner of the Prize. If the Prize Supplier cannot collect your personal information, it will not be able to provide you with a Prize. The Prize Supplier may also disclose your personal information to and/or collect your personal information from its related companies and third parties who provide or assist the Prize Supplier to provide products and services. By entering the Competition, the Eligible Entrant is taken to consent to the Prize Supplier's Terms & Conditions and its Privacy Policy. For more information, please refer to the Prize Supplier's Terms & Conditions and the <u>Privacy Policy</u>.
- 11.7 By entering the Competition, you consent to the Promoter and/or Prize Supplier retaining your personal information on its database to use for future marketing purposes including promotional, marketing, publicity, research and profiling purposes and contacting you by electronic messaging or telephone. By entering, you consent to receive email or SMS messages from the Promoter and/or Prize Supplier. Information on how to opt-out from this message and/or membership is set out in the Promoter and/or Prize Supplier's Privacy Policy.
- 11.8 Eligible Entrants may access, change or update their personal information by contacting the Promoter via 'Contact us' under the respective Privacy Policy. The Privacy Policy also contains information about how individuals may access or correct personal information or make a privacy related compliant.
- 11.9 In the event that an Eligible Entrant, is a Prize Winner, the Eligible Entrant consents to the Promoter using their name, likeness, image or voice (or a combination of these) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed or supplied (or both) by the Promoter.

# 12. Limitations on Promoter Liability

The Winner has rights and remedies available to the Winner under the Competition and Consumer Act 2010 (Cth) and consumer protection laws of Australian States and Territories ("Australian Consumer Law"). The Australian

Consumer Law cannot be excluded, restricted or modified by the Promoter. These Conditions of Entry do not intend to exclude, restrict or limit those Australian Consumer Law and to the extent that they do exclude, restrict or limit the Australian Consumer Law, these Conditions of Entry shall be read down so as to give effect to the Winner's rights and remedies under the Australian Consumer Law. To the extent that it is permitted to do so, the Promoter (including its officers, employees, agents and contractors) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation for any:

- (a) Technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (b) Theft, unauthorised access or third-party interference;
- (c) Eligible Entry 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) Variation in Prize value to that stated at Clause 8.1; or
- (e) Tax implications.
- 12.2 If, for reason beyond the reasonable control of the Promoter, this Competition is not capable of running as planned, the Promoter reserves the right at its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.
- 12.3 The Promoter's liability for breach of a condition or warranty implied by law and which cannot be excluded is limited to either the re-supply of the services or the payment of the cost of having the services supplied again.

#### 13. General

- 13.1 The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or to amend these terms and conditions from time to time, subject to any directions from a regulatory authority and subject to law.
- 13.2 The Promoter not will be liable for any delay or failure to perform its respective obligations under this Competition if such delay or failure is caused or contributed to by a Force Majeure event. Force Majeure means any event or circumstances which is beyond a The Promoter's reasonable control including but not limited to, acts of God, fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of public enemy, war (whether declared or not) or other like hostilities, ionizing radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
- 13.3 Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Competition, to Australian dollars, AUD\$ or \$ is a reference to the lawful currency in Australia.