

TERMS AND CONDITIONS

Win a \$50 WISH eGift Card Dining competition – May 2024

General

1. By participating in the [WIN a \$50 WISH eGift Card Dining competition] (**Promotion**), 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 National Roads and Motorists Association Limited, trading as NRMA Limited ACN 000 010 506 of Level 13, 151 Clarence Street, Sydney NSW 2000 (**NRMA or Promotor**).
3. The Promotion commences at 9.00am (Sydney time) on 1 May 2024 and entries close at 11.59pm (Sydney time) on 31 May 2024 (**Promotional Period**).
4. Entry is open to Australian residents only. Entrants must be over the age of 18 years old to enter the Promotion.

How to Enter

5. To validly enter the Promotion, entrants must:
 - a) Redeem a dining offer in the My NRMA app during the Promotional Period to be automatically entered into the draw;
(Participant).
6. Each dining redemption made by the Participant during the Promotional Period will count as 1 entry.
7. Each Participant acknowledges that at the time of entering the Promotion, their contact details associated with their NRMA membership are current.
8. All entries will have an equal chance of winning. All entries, once submitted, become the property of the Promotor.
9. 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

10. Entry is open to all My NRMA members that are aged 18 years old or over.
11. 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.
12. 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

13. The draw will take place at the premises of the Promotor, being 9 Murray Rose Avenue, Sydney Olympic Park NSW 2127 or 151 Clarence Street, Sydney NSW 2000 between 9:00am and 4:30pm (Sydney time) on Tuesday 11 June 2024.
14. There are 40 prizes to be won (**Prizes**) consisting of 40x WISH eGift Cards. The total value of the Prizes is AUD\$2,000 with individual prizes valued at AUD\$50 each.
15. The first 40 valid entries drawn from the total number of entries received will each win 1x \$50 WISH eGift Card valued at AUD\$50 in total to be sent via email.
16. Participants may only win one (1) Prize. If the winning Participant's name gets drawn more than once, that name will be removed from the draw and a redraw for that prize will take place immediately.
17. There are no bonus prizes awarded in this Promotion. All prize values are in Australian dollars.
18. Woolworths Group Ltd ABN 88 000 014 675 is the issuer of the WISH Gift Card. WISH Gift Cards have no expiry date and are redeemable at participating stores only. For a list of participating stores and full terms and conditions visit <https://giftcards.woolworths.com.au/>
19. The prize value is correct at the time of printing and the Promotor accepts no responsibility for any subsequent variation in the prize value.
20. If a Prize (or part of a Prize) 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.
21. The winning Participants will be notified in writing or phone call by Tuesday 18 June 2024, and their name and postcode published on www.mynrma.com.au (unless they asked for the name not to be published). Only the winning Participants will receive written notification.
22. The winner must confirm the email address to which the Prize will be sent, after which the Promoter will, at its cost, send the Prize by email to the winner's nominated email address. Winners who fail to confirm the email address to which the Prize should be sent within 3 months of the date of the winner's confirmation will be disqualified and their prize made eligible for redraw under these Terms and Conditions.
23. Subject to any directions from the applicable regulator, any redraw which occurs as a result of unclaimed prizes will take place between 9am and 4.30pm (Sydney time) on Thursday 12 September 2024. Any subsequent winning Participants will be notified via email or by phone and have their names and postcode published on www.mynrma.com.au on Thursday 19 September 2024 (unless they asked for the name not to be published).

Personal Information and Privacy

24. 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 www.mynrma.com.au. Personal information will only be used in accordance with the Promoter's Privacy Policy and these Terms and Conditions.
25. 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
9 Murray Rose Avenue
Sydney Olympic Park
NSW 2127
- or via email at privacy.officer@mynrma.com.au
26. 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). You may opt out of receiving marketing information by unsubscribing at any time.

Limitation of Liability

27. 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.
28. Subject to any Non-excludable Condition, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
29. Subject to any Non-excludable Condition, 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 Promotor will not be liable to any person for any such modification, suspension, termination, or cancellation.
- 30. The Promotor 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.
- 31. Failure by the Promotor to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 32. The Promotor does not guarantee or otherwise make any representation that a Participant will receive any, or a specific, prize under the Promotion.
- 33. These Terms and Conditions are governed by the laws of New South Wales, Australia.