

## CARMA REWARDS CLUB TRADE PROMOTION TERMS & CONDITIONS

### PROMOTION DETAILS

<b>1. Promotion</b>	CARMA Rewards Club January 2024 Giveaway (" <b>Promotion</b> ")
<b>2. Promoter</b>	CARMA Rewards Club Pty Ltd (72 671 072 950) (" <b>Promoter</b> ", " <b>CRC</b> ") Address: 22 Fiveways Boulevard, Keysborough VIC 3173 Email: info@carmarewards.club Phone: 03 5296 5266 Website: <a href="https://carmarewards.club">carmarewards.club</a> (" <b>Promoter's Website</b> ")
<b>3. Prize Pool</b>	<ul style="list-style-type: none"><li>• <b>Total Prize Pool:</b> \$550.00 AUD incl. GST.</li><li>• <b>Prize:</b> Apple iPad.</li></ul>
<b>4. Promotional Period</b>	<b>Commences:</b> 29/12/2023 <b>End:</b> 28/01/2024
<b>5. Subscription Period</b>	The Subscription Period is 1 month from the date that the subscriber signs up to the subscription service.
<b>6. Subscription Fee</b>	<p>The Subscription Fee is the amount payable by the subscriber ("<b>Member</b>", "<b>User</b>"), granting them automatic entry into the Promotion. The Subscription Fee will vary depending on the Member's subscription package available at <a href="https://carmarewards.club">https://carmarewards.club</a>.</p> <p>CARMA Rewards Club</p> <ul style="list-style-type: none"><li>• CRC BASIC membership at \$2.49/month will receive 1 x free Promotion entry per month.</li><li>• CRC MAX membership at \$5.49/month will receive 3 x free Promotion entries per month.</li></ul>
<b>7. Payment Terms</b>	<p>The payment of the Subscription Fee is to be made on a monthly basis, at the start of each billing cycle which merits an "<b>Active Membership</b>". This involves the use of a valid credit card when signing up for the subscription service. More information available at <a href="https://carmarewards.club">carmarewards.club</a>.</p> <p>If a member cancels their membership, all existing entries become invalid immediately upon cancellation and the membership becomes inactive. If the User reactivates within 48 hours of cancelling their membership, they will reinstate their Active Membership and all entries that were active prior to the cancellation will be reactivated.</p> <p>After 48 hours, all entries that were made invalid will be permanently deleted. If the User decides to join at a later date, they will be treated as a new member and now previous entries will be reactivated.</p>
<b>8. Bonus Entries</b>	<p>A Member is entitled to Bonus Entries based on how long they have held an Active Membership. Inactive Members who renew their membership will also be eligible to Bonus Entries which will effectively commence upon their monthly renewal. <i>For example, if a Member has been an active Member with CRC BASIC, for twelve (12) months, they will receive twelve (12) Bonus Entries.</i></p> <p>These Bonus Entries will have ticket numbers. Eligible Entrants can use the Bonus Entries into one (1) Promotion. All entries, including the Bonus Entries will expire at the end of the billing cycle. The process will repeat if a Member renews</p>

	<p>their membership and will again, assign new Bonus Entries based on the Member's tenure.</p>
<p><b>9. Trial Offers</b></p>	<p>Entry into the Promotion will also be available for the following Users who previously held Active Memberships or who hold Active Memberships during the Promotional Period:</p> <ol style="list-style-type: none"> <li><b>1. Active CRC Basic 1 Month Trial Users</b> <ol style="list-style-type: none"> <li>a) Users who previously purchased a Deluxe package through Central Animal Records between May 2022 – Nov 2023 will be eligible for a 30-day CRC BASIC trial;</li> <li>b) Users who previously had a V.I.Pet Subscription with Central Animal Records will be eligible for a 30-day CRC BASIC trial;</li> <li>c) Users who have an active V.I.Pet Subscription with Central Animal Records will automatically get a 30-day CRC BASIC trial; and</li> <li>d) Users who purchase a Standard or Deluxe package when they list a new pet under their name on Central Animal Records will automatically get a 30-day CRC BASIC trial.</li> </ol> </li> <li><b>2. Active CRC MAX 1 Month Trial Users</b> <ol style="list-style-type: none"> <li>a) Users who purchase a Premium package when they list a new pet under their name will automatically get a 30-day CRC MAX trial;</li> <li>b) Users who purchase a Premium or Premium+ package when they list a new pet under their name on Central Animal Records will automatically get a 30-day CRC MAX trial; and</li> <li>a) Users who have an active V.I.Pet For Life membership will automatically get a 30-day CRC MAX trial.</li> </ol> </li> </ol> <p>The following Users are ineligible for trials:</p> <ol style="list-style-type: none"> <li><b>1. Active CRC Trials/Membership:</b> If a member currently has an active CARMA Rewards Club trial or paid membership, the member will not be eligible to receive a free CARMA Rewards Club trial.</li> <li><b>2. Previous CRC Trials/Membership:</b> If a member previously had an active CARMA Rewards Club trial or paid membership which has since expired or has been cancelled, the member will not be eligible to receive a free CARMA Rewards Club trial.</li> <li><b>3. No Online Access:</b> If a member has no online login, the system cannot assign a free CARMA Rewards Club trial.</li> <li><b>4. No Animals:</b> If a member has no animals listed in their name, the system cannot assign a free CARMA Rewards Club trial. Animals that are marked as Deceased do not count towards the number of pets listed under a member's name.</li> <li><b>5. Businesses:</b> Any member who has a business name listed against their profile will not be eligible to receive a free CARMA Rewards Club trial.</li> <li><b>6. Non-Owners:</b> Any member who is not listed as being a pet owner of the Central Animal Records system will not be eligible to receive a free CARMA Rewards Club trial. This means that members who are listed as breeders will not be eligible for free CARMA Rewards Club trials.</li> <li><b>7. Work Emails:</b> Any member who logs in to Central Animal Records using their work email address may be blocked from receiving a free CARMA Rewards Club trial. We always recommend using personal emails for Central Animal Records and CARMA Rewards Club logins.</li> </ol>
<p><b>10. Eligible Entrants</b></p>	<p>Entry to the Promotion is open to only:</p> <ol style="list-style-type: none"> <li>(a) Persons residing in Australia at time of purchase;</li> <li>(b) Aged eighteen (18) years or over;</li> <li>(c) Active CARMA Rewards Club BASIC Members;</li> </ol>

	<p>(d) Active CARMA Rewards Club MAX Members;</p> <p>(e) Active CARMA Rewards Club Basic 1 Month Trial Users; and</p> <p>(f) Active CARMA Rewards Club MAX 1 Month Trial Users;</p>
<b>11. Ineligible Entrants</b>	<p>Entry to the Promotion is not open to:</p> <p>(a) Central Animal Records employees;</p> <p>(b) Directors, employees (and immediate family members) of the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter;</p> <p>(c) Immediate family members are any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin;</p> <p>(d) CARMA Rewards Club employees;</p> <p>(e) Immediate family of CARMA Rewards Club employees;</p> <p>(f) Microchips Australia employees;</p> <p>(g) Immediate family of Microchips Australia employees;</p> <p>(h) Other persons assisting with this trade promotion;</p> <p>(i) Any user than is not a person such as a business;</p> <p>(j) Any syndicate or group of people acting in concert;</p> <p>(k) Any person acting on someone's behalf either automatically or by proxy;</p> <p>(l) Manually &amp; Automatically Cancelled CARMA Rewards Club BASIC Members;</p> <p>(m) Manually &amp; Automatically Cancelled CARMA Rewards Club MAX Members;</p> <p>(n) Cancelled/Expired CARMA Rewards Club Basic 1 Month Trial Users;</p> <p>(o) Cancelled/Expired CARMA Rewards Club MAX 1 Month Trial Users.</p>
<b>12. Entry Requirements &amp; Instructions</b>	<p>(a) Users must hold an Active Membership.</p> <p>(b) The Promoter will automatically apply Eligible Entrants into the Promotion with the amount of entries underlined in their subscription package under Item six (6).</p> <p>(c) Entrants can redeem one (1) entry with a CRC BASIC membership and three (3) entries with a CRC MAX membership per Eligible Transaction. Valid Entries are automatically entered into the Promotion by the Promoter.</p> <p>(d) Users with cancelled or expired memberships/trials have a 48-hour window to reactivate their membership or sign up again to reclaim and reactivate their entries. But if this is not done before the Promotion end date, their entries will be excluded.</p>
<b>13. Entry Conditions</b>	<ul style="list-style-type: none"> <li>Entrants are limited to one (1) entry from the CRC BASIC plan and three (3) entries from the CRC MAX plan to the major draw in addition to any Bonus Entries allocated for the Promotional Period.</li> <li>The Subscription Fee payment needs to be made by the Member at the start of the billing period to hold an Active Membership.</li> <li>All Entrants must retain their original online invoice as proof of Subscription Fee payment. Failure to produce the said invoice when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any right to a prize.</li> </ul>
<b>14. Draw Date &amp; Method</b>	<p><b>Prize Draw</b></p> <ul style="list-style-type: none"> <li>Prize Draw will take place on 29 January 2024 at 10.00am.</li> <li>The Prize Draw will take place via a random third-party computer-generated draw (randomdraws.com) completed on 29 January 2024 at 10.00am.</li> <li>Entrants can only win one (1) prize per entry.</li> </ul> <p><b>Redraw</b></p> <ul style="list-style-type: none"> <li>The redraw(s), if required, will take place on 12 February 12 2024.</li> </ul>

	<ul style="list-style-type: none"> <li>If ten (10) days after the Prize Draw any prize remains unclaimed, a redraw will take place via a random third-party computer-generated draw (randomdraws.com) completed at 10.00am to allocate the unclaimed prize.</li> </ul>
<b>15. Notification of the Winner</b>	<ul style="list-style-type: none"> <li>The Prize Draw winner will be notified via email and/or phone call within two (2) days of drawing. Winners will also be published on the Promoters Website for at least thirty (30) days from the date of drawing.</li> <li>Should a Redraw be required, winners will be notified via email and/or phone call within two (2) days of drawing. Winners will also be published on the Promoters Website for at least thirty (30) days from the date of drawing.</li> </ul>
<b>16. Method of Claiming Prize</b>	<ul style="list-style-type: none"> <li>Winners will have ten (10) days from notification of the Prize Draw (or Redraw) to collect their prize.</li> <li>Prize winners will be required to follow instructions provided by the promoter to their email address.</li> <li>The promoter will not be responsible for any failure by the prize winner to claim their prize.</li> <li>Once the prize is claimed, Eligible Entrants are unable to return the prize they won.</li> </ul>
<b>17. Permit Numbers (where applicable)</b>	N/A

#### **GENERAL TERMS & CONDITIONS:**

##### **1. INTRODUCTION & THE PROMOTION**

- 1.1 These Terms & Conditions are to be read in conjunction with the Promotion Details above. Any capitalised terms used in these Terms & Conditions have the meaning set out in the Promotion Details above.
- 1.2 These Terms & Conditions apply to the Promotion which is conducted by the Promoter. By participating in the Promotion, you agree to be bound by these Terms & Conditions, which constitutes as a legally binding agreement between you and the Promoter.
- 1.3 Where applicable, the Permit Numbers as set out in Item 17 of the Promotion Details apply to the Promotion.
- 1.4 All decisions made by the Promoter with respect to any aspect of the Promotion are final, and no correspondence will be entered into with you.

##### **2. ENTRY**

- 2.1. All entries in the Promotion must comply with these Terms & Conditions (“**Entry**”) and each Entry has an equal chance at winning the Prize.
- 2.2. Your Entry must be submitted:
  - (a) during the Promotional Period set out in Item 4 of the Promotion Details;
  - (b) in accordance with the Entry Requirements & Instructions set out in Item 12 of the Promotion Details; and
  - (c) in accordance with the Entry Conditions set out in Item 13 of the Promotion Details.
- 2.3. Your Entry will be deemed to be received only when received by the Promoter.
- 2.4. If you submit an Entry, you warrant that you are an Eligible Entrant set out in Item 10 of the Promotion Details and that if you are not, you may be disqualified from the Promotion. The Promoter reserves all rights with respect to such breach.

- 2.5. You are solely responsible for your Entry, including any costs associated with entering the Promotion and/or network connectivity.
- 2.6. Where applicable, except for your personal information, the Promoter is the sole owner of all intellectual property in connection with the Promotion (including your Entry).

### **3. PRIZE**

- 3.1. The Prize must be accepted as offered and claimed in accordance with Item 16 of the Promotion Details, otherwise the Prize shall be forfeited by the Winner. The Promoter will not be liable for any unclaimed Prize under this Clause and the Promoter is under no obligation to offer an additional or substitute Prize to that Winner.
- 3.2. The Prize may be subject to any additional terms and conditions as determined by the relevant supplier of the Prize and/or the Promoter.
- 3.3. Unless otherwise stated, the Prize cannot be exchanged, or redeemed for cash for any reason.
- 3.4. The Total Prize Value set out in Item 3 of the Promotion Details is correct as at the date of preparing these Terms & Conditions and shall include any applicable GST.
- 3.5. The Promoter does not accept any responsibility for a variation in the Prize. If any Prize (or part of) is unavailable, the Promoter reserves the right to substitute the Prize with a Prize of equal or greater value and you agree to accept such substitution in writing, subject to any applicable regulation.
- 3.6. To the fullest extent permitted, the Promoter will not be held responsible for the failure to provide the Winner with the Prize or substitute Prize under Clause 3.5.
- 3.7. The Promoter will make all reasonable efforts to deliver prizes to a Winner, however, take no responsibility for failure to deliver a prize on the basis of error of a delivery provider or country regulations restricting delivery of a Prize.
- 3.8. Where applicable, the Promoter is not responsible for any dispute between a Winner and any person with whom a Winner chooses to share the Prize.
- 3.9. The Promoter is not responsible for any tax implications and the Winner is solely responsible for the payment of all taxes (if any) in connection with the Prize. It is the Winner's sole responsibility to seek independent financial advice as they require.
- 3.10. Redeeming a Prize is conditional on acceptance of the terms and conditions of the relevant Prize supplier. It is the responsibility of a Prize Winner to comply with the terms and conditions of the relevant Prize supplier, including redemption dates.
- 3.11. The Promoter accepts no responsibility if one or more of the events or activities awarded as part of a Prize are abandoned, called off or postponed for any reason. In that case the winner and their companions forfeit their entitlement to that activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative Prize as a substitute for any such altered Prize element.

### **4. PARTICIPANT CONDUCT & BREACH**

- 4.1. You must not:
  - a) tamper with the Promotion in any way or at any stage;
  - b) engage in any conduct that may jeopardise the fair and proper conduct of the Promotion, including using automatically generated entries or aliases;
  - c) act in a disruptive, annoying, threatening, abusive or harassing manner; or

- d) do anything that may diminish the good name or reputation of the Promoter or any of its related partners, suppliers, entities and/or of the agencies or companies associated with this Promotion.
- 4.2. The Promoter reserves the right, at any time, to require documentation from you to verify the validity of your Entry (including but not limited to your name, age and place of residence).
- 4.3. Any breach of or failure by you to comply with these Terms & Conditions or those imposed by the Promoter's partners may result in the Prize being withdrawn from you or you being disqualified from the Promotion, without further liability for the Promoter and/or its partners.
- 4.4. The Promoter and/or its partners reserve all rights with respect to any breach of these Terms & Conditions.

## **5. PERSONAL INFORMATION AND PROMOTIONS & MEDIA**

- 5.1. Your personal information is directly collected by the Promoter in connection with the Promotion and is used to:
  - (a) Conduct the Promotion, which may include supplying your personal information to the Promoter's partners and/or suppliers of the Prize;
  - (b) Provide you with the Promoter's or partners monthly subscription updates, which you can unsubscribe from at any time; and
  - (c) Promote the Promoter and/or the Promotion in accordance with Clause 6.2.
- 5.2. The Winner agrees to participate in promotional activity and consents to the use of the Winner's name and image in connection with the Promotion, without further remuneration.
- 5.3. By entering into this Promotion, you agree that the Promoter may store and use your personal information in accordance with its Privacy Policy ("**Privacy Policy**").
- 5.4. Please visit the Privacy Policy for further information regarding how to seek access or correction of your personal information, or to make a complaint with respect to your privacy. The privacy policy can be found at <https://www.lottedutyfree.com.au/privacy>.

## **6. LIMITATION OF LIABILITY**

- 6.1. To the fullest extent permitted by law, the Promoter is not liable for any personal injury or death, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from the participation in the Promotion or from the acceptance, possession, misuse or use of any Prize.
- 6.2. Without limiting Clause 6.1, the Promoter and its partners, suppliers of the Prize, or associated companies are not liable for any incorrect or ineligible submission Entries, failure to claim a Prize, damage or delay in delivery of Prizes, or failure to receive correspondence.
- 6.3. If this Promotion cannot be conducted for any reason beyond the Promoter's control (including but not limited to technical issues, failure, tampering or fraud), the Promoter may end, amend, suspend or cancel the Promotion or disqualify affected Entries, subject to any necessary approval by the relevant regulatory body (if any).

## **7. GENERAL**

- 7.1. Nothing in these Terms & Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 7.2. By entering into the Promotion, you accept that any dispute with respect to the Promotion and/or these Terms & Conditions shall be subject to the jurisdiction of the Victorian Courts in Australia.