

# THE MAC CAR GIVEAWAY 2024 Terms and Conditions

# **Background to Competition**

- 1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in **The Mac Car Giveaway 2024 (Competition)** is deemed acceptance of these Terms and Conditions.
- 2. This competition is authorised under NSW Authority TP/03207.
- 3. If there is any inconsistency between these terms and conditions and any other documents or information that refers to this Competition, these terms and conditions shall prevail.
- 4. The Competition is being offered by The Mac (Macarthur Credit Union Ltd) ABN 83 087 650 244. **Promoter** means The Mac. For this competition, the Prize Supplier is a benefiting organisation.
- 5. This Competition is open for a limited time. The Competition commences at 12.01am AEST on 12 February 2024 and ends at 11.59pm AEST on 21 June 2024 (**Promotion Period**). Home Loan applications must be received by 30 April 2024 to be eligible to enter.
- 6. Any entries received outside the Promotion Period will not be accepted.
- 7. All monetary amounts are expressed in Australian Dollars (AUD).
- 8. Subject to these terms and conditions, the Promoter will be running a competition where Eligible Entrants apply for and fund a new home loan or top-up to gain an entry in the Competition. 1 (one) winner will be selected at random to receive the Prize described in point 23.
- 9. The following terms and conditions apply to the Competition.

#### **Competition Terms and Conditions**

# Eligibility to enter the Competition

- 10. Subject to point 11, entry into the Competition is open to Australian permanent residents residing in New South Wales, aged 18 years and over and must be the holder of a current Australian driver's licence acting on their own behalf (**Eligible Entrants**). Eligibility requirements must be met at the time of entry and at the time of determining prize winner.
- 11. The Competition is NOT open to:
  - a. Businesses or companies, superannuation funds or persons acting as agent on behalf of other persons,



- b. Directors and employees of the Promoter (The Mac)
- c. Directors, employees, officers and contractors of the Prize Supplier (Paul Wakeling Motor Group)
- d. Directors, employees, officers and contractors of C91.3fm
- e. A spouse, de facto spouse, partner, guardian, parent, child, sibling (whether natural or by marriage or adoption) of any person referred to in point 11(b), (c) and (d).

### How to enter the Competition

- 12. To enter the Competition, Eligible Entrants must, during the Competition Period:
  - a. Apply and be approved for a new home loan or increase to a current home loan with the Promoter. Increases to a current home loan with the Promoter must be for a minimum amount of \$150,000. There is no minimum amount for a new home loan.
  - b. Settle and fund the home loan by 21 June 2024 or have a settlement date booked and confirmed by 21 June 2024.
- 13. If the Eligible Entrant does not proceed with the loan or does not meet the terms and conditions in point 12, their entry will be removed.
- 14. There is a limit of one entry per person. In the event of a joint loan, applicants are required to nominate one (1) Eligible Entrant if they meet the terms and conditions in points 10, 11, 12 and 13.
- 15. The time of entry is deemed to be the time the loan application is received by the Promoter.
- 16. The Promoter reserves the right to remove or disqualify an Eligible Entrant if the Promoter, in its absolute discretion, deems that the entry is inappropriate or considers the Eligible Entrant's continued involvement in the Competition may negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition. No correspondence will be entered into.
- 17. It is a condition of participating in the Competition that Eligible Entrants agree to be interviewed, photographed or filmed by or on behalf of the Promoter and for their entry to be used for a story or feature on this Competition and to appear in print, digital, film or social media content (or any other form of media it deems suitable) on a royalty free basis for an unlimited period without remuneration or reference to the Eligible Entrant. Any story or feature (including creative control) will remain at the discretion of the Promoter at all times.

# Drawing of winner

- 18. The draw will take place at The Mac Credit Union, 109-111 Argyle Street Picton NSW 2571 at 9.30am on 2 July 2024.
- 19. The prize winner will be randomly selected via barrel draw.
- 20. The prize winner will be contacted via phone within 24 hours of the draw taking place.
- 21. If the Prize is unclaimed by the winner by 5pm on 2 October 2024, or the winner drawn is otherwise ineligible to be awarded the Prize because they are unable to satisfy these Terms and Conditions, the winner will forfeit the Prize. If for any



reason there is no prize winner or the prize winner cannot be found then that fact will be published on the Promoters website (<a href="www.themaccu.com.au">www.themaccu.com.au</a>) at 9am on 3 October 2024. A second barrel draw will then be held at The Mac Credit Union, 52B Argyle Street Camden 2570 at 9.30am on 8 October 2024. The prize winner will be contacted via phone within 24 hours of the draw taking place. If the Prize remains unclaimed by the winner of the second draw, then a redraw will be repeated every three (3) months at the same venue and time until a winner claims the Prize.

#### Prize

- 22. The winner cannot win more than one (1) prize and a bonus prize cannot be won in this Competition.
- 23. The winner of the Competition will receive a Kia Seltos PE S A/T (Snow White Pearl) valued at \$32,400 (being the **Prize**) supplied by Paul Wakeling Motor Group Pty Ltd (**Prize Supplier**).
- 24. Unless otherwise expressly stated, Prize values are based on the recommended retail price in Australian currency at the time of first publication of these terms and conditions (inclusive of GST). The Promoter does not accept responsibility for any change in the Prize value between now and the date the Prize is collected by the rightful winner.
- 25. The winner is responsible for insuring the Prize prior to collection from the Prize Supplier. The winner is deemed to have taken possession of the Prize when they are handed the keys. In the event the winner does not insure the Prize in accordance with this point, the winner agrees they shall be liable and responsible for any loss or damage caused as a result of the Prize being uninsured.
- 26. The Prize is non-transferrable, non-refundable and, cannot be exchanged for cash. All taxes or duties which may be payable as a consequence of receiving or participating in the Competition or receiving the Prize are the sole responsibility of the winner.
- 27. The Prize will be made available to the winner within 90 days of the draw date.
- 28. If the Prize becomes unavailable for reasons beyond the Promoter's control, then the Prize may be substituted for a similar prize of equal or greater value at its sole discretion. The winner will not be entitled to any compensation in the event that the Prize has been substituted at equal or greater value.
- 29. Eligible Entrants forfeit all rights to receiving the Prize or participating in the Competition if an Eligible Entrant does not comply with any of these terms and conditions.

#### **Further Terms and Conditions of Competition**

The following additional terms and conditions also apply to the Competition:

- 30. Each person participates in the Competition at their own risk.
- 31. All costs in connection with the ownership and use of the Prize are the sole responsibility of the winner.



- 32. In consideration of the Promoter permitting the Eligible Entrant to enter and participate in the Competition, the Eligible Entrant:
  - a. releases the Promoter from any action, suit, proceeding, claim, demand, penalty, cost or expense and from any liability (to the extent permitted by law) however arising that the Eligible Entrant may have or may have had but for this condition arising from or in connection with each Eligible Entrant's participation in the Competition including any claim or liability which arises due to any act, omission or negligence of the Promoter or in respect of any injury, death, or loss or damage to person or property; and
  - b. indemnifies the Promoter and all Corporations or persons that may sponsor, promote or donate a product or service to the Competition in respect of any action, suit, proceeding, claim, demand, damage, penalty, cost or expense by any person and from any liability arising as a result of or in connection with the Eligible Entrant's participation in the Competition.
- 33. The Promoter's decisions in relation to all aspects of this Competition are final and binding on all who enter. Any disputes in relation to the conduct of the Competition or claiming a prize are to be resolved by the Promoters Internal Dispute Resolution Procedures. Information about the Promoters Internal Dispute Resolution Procedures can be found on the Promoters website: The Mac Credit Union | The Fine Print (themaccu.com.au).