

Alcius FY24 Summer Promotion Terms and Conditions

Promoter	Specialist Wholesalers Pty Ltd trading as Alcius (ABN 64 163 280 279), 327 Ferntree Gully Road, Mount Waverley, Victoria 3149 (Alcius).
Competition Period	Entry Period 1: 12.01am (AEST) on 02/10/2023 to 11.59pm (AEDT) on 31/10/2023. Entry Period 2: 12.01 am (AEDT) on 01/11/2023 to 11.59pm (AEDT) on 30/11/2023.
Who can enter?	Only Australian residents who are aged 18 or over and hold a current trading account with JAS Oceania.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: <ul style="list-style-type: none"> (a) the Promoter; (b) any applicable government agencies (state, federal, quasi and local government); (c) the agencies, companies or participating premises associated with this competition (including resellers, repairers and wholesale customers.) (d) any related body corporate of the Promoter; (e) all Bapcor corporate businesses and related franchisees; (f) all GPC, Super Retail Group, Veale Auto Parts, Pan Pacific and Auto One/A1 corporate businesses and related franchisees; (g) any sales through Automotive Electrics online website www.automotiveelectricsonline.com.au/ (h) non-JAS Oceania account holders including any cash sales accounts; and (i) JAS Oceania account holders are on stop credit, that have holds or suspensions on their account.
Where will the competition run?	The competition will run in all participating JAS Oceania channels in Australia.
Online Portal	https://jasoceania.com.au/ejas
Phone	(03) 9317 2600
Qualifying Purchase	Spend \$300 (excluding GST) or more on Alcius product/s, in one transaction.
Entry instructions	You must, during the Competition Period, make a Qualifying Purchase on your JAS Oceania account (via eJAS (JAS online sales portal), Phone or in store with a sales representative) to automatically receive an entry. You will receive one additional entry for every \$300 (excluding GST) increment spent in the same transaction over the initial beyond \$300 (excluding GST) Qualifying Purchase. For example, if you spend \$600 (excluding GST) in one transaction you will receive 2 automatic entries into the draw.
How many winners will there be and how will they be chosen?	There will be 24 winners determined in respect of this competition – 20 minor winners and 4 major winners (10 minor winners and 2 major winners per Entry Period). There will be 2 draws conducted – 1 per Entry Period. Each draw will be held at Gadens Lawyers, Level 13 447 Collins Street, Melbourne VIC 3000. Draw for Entry Period 1: 12pm (AEDT) on 13/11/2023. Draw for Entry Period 2: 12pm (AEDT) on 07/12/2023. The first two valid entries drawn randomly in each draw from the entries received during the relevant Entry Period will each win a major prize. The next 10 valid entries randomly drawn in each draw (from the entries received during the relevant Entry Period) will each win a minor prize.

	<p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p> <p>Entries received in respect of each draw will not roll over to subsequent draws.</p>
What can I win?	<p>There are 24 prizes available – 20 minor prizes and 4 major prizes (10 minor prizes and 2 major prizes per Entry Period).</p> <p>Minor prizes</p> <p>Each minor prize is a \$500 Visa debit card.</p> <p>Major prize</p> <p>Each major prize is a \$5,000 Flight Centre Gift Card (which may be awarded across multiple gift cards totalling \$5,000, as determined by the Promoter) (Gift Card).</p> <p>Any ancillary costs associated with redeeming the Gift Card are not included. Redemption of the Gift Card is subject to the terms and conditions associated with the Gift Card located at www.flightcentre.com.au/gift-card-terms-and-conditions.</p> <p>There is a limit of one prize per account holder per Entry Period (except for SA residents).</p>
Total prize pool	<p>The minor prize pool is \$10,000.</p> <p>The major prize pool is \$20,000.</p> <p>The total prize pool is \$30,000.</p>
How many times can I enter?	<p>You can receive multiple entries and you will receive one entry per \$300 (excluding GST) increment spent in the same transaction as part of your Qualifying Purchase (see “Entry Instructions” section above). Each entry must be submitted separately in accordance with these Terms and Conditions.</p> <p>For clarity, an account holder can receive multiple entries but there is a limit of one prize per business per Entry Periods (except for SA residents).</p>
How and when will the winner/s be informed?	<p>Winners will be notified by phone and in writing by email within 5 business days of determination and will have their name and state/territory of residence/postcode published on the https://alcious.com.au/ on 14/11/2023 (for Entry Period 1) and 14/12/2023 (for Entry Period 2) for a period of 28 days.</p>
Unclaimed prize/s	<p>Prize claim date: 12pm (AEDT) on 17/01/2024.</p> <p>Unclaimed prize determination: 12.30pm (AEDT) on 18/01/2024 at the same location as the original draw/s.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants. Any such winner/s will be informed by phone and in writing by email within 5 business days of determination and will also have their name and state/territory of residence/postcode published on the https://alcious.com.au/ on 25/01/2024 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 19/02/2024.</p>
Collection and use of your personal information	<p>If you are the winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By</p>

	<p>entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p> <p>The Promoter's Privacy Policy (see https://alcius.com.au/privacy/) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TPXX/XXXX</p> <p>SA Licence No. TXX/XXXX</p> <p>NSW Authority No. T/02080</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, validity period/s.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

- 5 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 You if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 8 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.

- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 10 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 11 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 12 By entering, you request that your full address not be published.
- 13 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 14 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 15 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 16 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 17 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 18 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.