

EFTM's Biggest Ever Giveaway - WIN A NEW CAR!

Competition Terms & Conditions

Schedule

Promotion	Win a Car!
Promoter	EFTM Pty Ltd ABN 75 627 269 416 of Unit 31, 7 Sefton Road, Thornleigh NSW 2120
Promotional Period	Start Date: Monday 12 th April 2021 at 6:30am AEDT End Date: Sunday 23 rd May 2021 at 6:00pm AEDT
Eligible entrants	Entry is open to all permanent residents of Australia aged 18 years and over (excluding those stipulated in clause 2 of the Terms and Conditions) [Entrants]
Entry Restrictions	Entry is not open to individuals who have won a prize in any promotion conducted by the Promoter in the previous 12 months of the Promotional Period (excluding SA residents who are eligible to win multiple prizes).
Entry Method	<p>Entrants must follow EFTM content Online, Podcast, Social Media during the promotional period for details on how to enter, additional entry opportunities and for additional prize information.</p> <p>Entries can be made online at EFTM.com on the "Win a Car" post, which will include an entry module.</p> <p>All entrants are required to sign up to the EFTM Email Newsletter database, by signing into the competition module with a Social login, or by entering their email address manually.</p> <p>Subscription to the database is the core entry mechanism, agreement to the opt-in for the EFTM Newsletter is a required second step. Any email that has not been confirmed to opt-in will be deemed ineligible for the promotion.</p> <p>Additional entries in the draw, per entrant, are available throughout the promotional period, as outlined in the Terms and Conditions.</p> <p>There is NO CHARGE for entry into this promotion</p>
Maximum Entries	Each Entrant is able to obtain additional entries in the draw, up to the limit per entrant determined by the qualification for additional bonus entries throughout the promotional period. No single individual shall obtain more than 200 entries.
Winner Determination	<p>This giveaway and promotion is entirely a Game of chance. Skill plays no part in determining the Winner.</p> <p>The Winner will be drawn electronically using the random draw system Trade Promotions and Lotteries P/L (Approval 1224) A winner will be chosen by computerised random draw at Unit 31, 7 Sefton Road, Thornleigh NSW 2120 on Sunday 23rd May 2021 at 20:00 AEDT. The Winner will be the first valid entry drawn. The draw will be performed in the presence of an independent qualified scrutineer.</p>
Number of Winners	One (1) Winner
Winner Notification	The Winner will be notified by email, or telephone within one (1) business days of the Prize Draw and their name will be published on the EFTM Facebook Page and the Competition module at EFTM.com Monday 24 th May 2021
Prize/s	One (1) x Hyundai i30 Active – MY21 model, Including registration, Stamp Duty, Insurance Individual Prize Value: \$30,722.00

Total Prize Pool	AUD \$30,722.00
Prize Supplier/s	Hyundai Australia & McGrath Hyundai Liverpool Prize purchased by EFTM with discount support from Hyundai Australia & McGrath Liverpool
Winner Publication	The Winner's name will be published on the EFTM Facebook Page and the Competition module at EFTM.com Monday 24th May 2021
Unclaimed Prize Date	Tuesday 24th August 2021 at 20:00 AEDT at EFTM, Unit 31, 7 Sefton Road, Thornleigh
Unclaimed Prize Winner Notification	The winner of the Unclaimed Prize will be notified by phone or email within five (5) business days of the Unclaimed Prize Draw
Unclaimed Prize Winner Publication	The Unclaimed Prize Winner's name will be published on the EFTM Facebook Page and the Competition module at EFTM.com Wednesday 25th August 2021
Permit numbers	Authorised under: SA Permit: T21/427, ACT: TP 21/00466, NSW authority: TP/00899

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Terms and Conditions

Entry into the Promotion

1. The Schedule and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.
2. Entry is not open to:
 - a) directors, management, employees, officers and contractors of EFTM Pty Ltd
 - b) a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2a); and
 - c) any person who is ineligible to enter the Promotion under the Entry Restrictions (where applicable) in the Schedule.
3. Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
4. Entrants may submit entries up to the Maximum Entries as part of their overall participation. Each entry must be submitted separately within the Entry module only after the initial qualifying entry is made. **(Further outlined under Entries as part of these Terms and Conditions)**
5. Any and all entries that are made using any automated entry means, computer entry service or any other mechanical or electronic means that allows an individual to automatically enter repeatedly are invalid and will be rejected by the Promoter.
6. Any and all initial entries (newsletter sign ups) deemed to be made by a single individual will be deemed invalid and rejected by the promotor.
7. Entry into the Promotion via social media, promotional website or email is free. However, any costs associated with accessing the relevant social media platform, promotional website or email service are the responsibility of each Entrant and dependent on the internet service provider used.
8. All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.
9. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
 - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
 - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions; or
 - e) has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.

Entries

10. Every individual entering the promotion must submit an initial entry that includes their Email address and Name (Initial Entry).
11. This initial entry can be made via a direct entry of that information, or via social login (Facebook, Google et al) which will provide the entrant Name and Email address to the competition platform.
12. Once a valid entry is submitted, additional bonus entries can be made by each entrant.
13. Bonus entries are available through multiple mechanisms, such as the submission of a correct codeword, or code, or the completion of a particular action (eg: visiting a specific page, or website).
14. Bonus entry codewords are to be made available at varying times throughout the promotional period, via EFTM's content channels, including but not limited to;
 - a) The EFTM website - EFTM.com
 - b) The EFTM Facebook page
 - c) The EFTM Facebook Group
 - d) The EFTM Instagram account

- e) The EFTM Twitter account
 - f) The EFTM podcast
 - g) The EFTM YouTube Channel
 - h) The EFTM Email Newsletter
15. Additional Entries may also be possible through the redemption of a one-time use Secret Code, obtained by mechanisms including but not limited to;
 - a) EFTM Membership Codes
 - b) EFTM Store Purchase receipts
 16. Bonus entries redeemed via secret or unique code will have different value by way of the number of additional entries they provide the entrant.
 17. The Maximum number of entries available to any individual will be limited to 200, including the one "initial entry", and any bonus entries.

Entry material

18. Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.
19. Entrants warrant that their entry is their own original work, it is not copied in any manner from any other work, and it does not infringe the copyright, moral rights, trade mark rights or any other rights of any third party.
20. All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute, prepare derivative works of and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion and/or future promotions on all media now known or later devised, in perpetuity.
21. By entering the Promotion, Entrants consent to any use of their entry by the Promoter which may otherwise infringe an Entrant's moral rights in the entry material, including (without limitation), exercising any of the rights in the entry material without identifying the Entrant, and using the entry material in any way that the Promoter sees fit, even if it results in derogatory treatment of the entry material (as defined in the *Copyright Act 1968* (Cth)).
22. Each Entrant warrants that:
 - a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
 - b) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
 - i. i. if any of the warranties given by the Entrant are false;
 - ii. ii. as a result of any breach of clauses 12 and 13 of these Terms and Conditions by the Entrant;
 and
 - c) they have express consent from each person appearing in the entry material (or if a person appearing in the entry material is under the age of 18 from that person's parent or legal guardian) and the owner of any private property (including any items, objects or real property) appearing in the entry material.

Winners

23. There will only be one final winner. The Winner/s will receive the Prize/s.
24. The Winner/s will be notified in accordance with the Winner Notification and the Winner/s name (first initial and surname) and State/Territory of residence will be published in accordance with the Winner Publication.
25. All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any direction given under the relevant State/Territory permit regulations, if a Prize is:
 - a) not claimed by the Winner by the Unclaimed Prize Date; or
 - b) forfeited for any reason, that Prize will be awarded to the next best entry or the next valid entry drawn (as the case may be). The winner of the Unclaimed Prize will be notified in accordance with the Unclaimed Prize Winner Notification and the Unclaimed Prize Winner's name (first initial and surname) and State/Territory of residence will be published in accordance with the Unclaimed Prize Winner Publication.

General prize terms

26. All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion - Prize valuation is provided by McGrath Hyundai Liverpool, where the vehicle was purchased as new - Copy of Valuation forms part of the schedule of documents within these Terms and Conditions
27. If a Prize or any part of a Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute the Prize with another item of no lesser retail value, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.

28. Unless expressly stated as being included in the Prize/s, all other costs and expenses associated with taking the Prize/s become the responsibility of Winner/s and their guest/s, including but not limited to:
 - a) Future costs of the prize (eg registration, insurance)
 - b) Running costs of the prize (eg fuel)
29. Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
30. Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.
31. All aspects of a Prize must be taken together as a package. Prizes including attendance to an event must be taken to coincide with that event. If for any reason a Winner does not (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.
32. Winner/s should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize/s or acceptance of the Prize/s.
33. Each Prize will be awarded to the person named in the winning entry (as judged or drawn – as the case may be – in accordance with the Winner Determination). If a Winner is under the age of 18, the Promoter may, at its discretion, award their Prize to the Winner's parent or legal guardian. It is the responsibility of the Winner's parent/legal guardian to prove their parental status/legal guardianship at the time of the Winner Notification.
34. Each Prize will be awarded in the Promoter's sole discretion. The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.
35. It is a condition of accepting the Prize/s that the Winner/s and their guest/s must sign a legal release or releases in a form determined by the Promoter, Prize Supplier/s and/or the Promotion Sponsor in their absolute discretion.

Publicity

36. By accepting a Prize, Winner/s and their guest/s agree that:
 - a) if requested by the Promoter, the Winner/s and their guest/s will:
 - i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
 - ii. participate in any promotional activity in connection with the Promotion or the Prize;
 - b) the Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s and their guest/s or any other person;
 - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
 - e) the Winner/s and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

37. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
 - a) each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
 - b) each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
 - c) to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
 - d) Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
 - e) Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
 - f) any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

Limitation of liability

38. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any

liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.

39. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:
- g) any technical difficulties or equipment malfunction (whether under the Promoter's control);
 - h) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
 - i) any delays or failures in any telecommunications services or equipment;
 - j) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
 - k) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - l) any variation in Prize value to that stated in these Terms and Conditions;
 - m) any tax liability incurred by a Winner or Entrant;
 - n) if a Prize or any part of a Prize is unavailable for any reason; or
 - o) use of the Prize/s.

General

40. The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject, where relevant, to any direction given under State/Territory permit regulations.
41. If there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
42. Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties. Entrants and Winners must comply with any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion. The terms and conditions which apply to a Prize at the time it is issued to a Winner will prevail over these Terms and Conditions, to the extent of any inconsistency.
43. If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject, where relevant, to any direction given under the relevant State/Territory permit regulations.
44. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter and the Prize Supplier/s reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.
45. These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.
46. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
47. These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.

Privacy

48. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and the Promoter's Privacy Policy at <https://eftm.com/privacy>

49. If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.



Vehicle Quotation

March 22nd, 2021

Quote: 35175

Eftm Pty Ltd
Unit 31
7 Sefton Rd
Thornleigh Nsw 2120

I have much pleasure in presenting our Quotation for the supply of the following New Motor Vehicle:

New Hyundai i30 PD.V4 Active 2.0 GDi Ptrl 6spd Auto 5dr Hth	
List Price (Excluding GST)	24,472.73
Polar White Paint	Included
Dealer Delivery	1,813.64
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Amount Subject to GST	26,286.37
GST Payable	2,628.63
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Registration Fee	377.00
CTP - Allianz Insurance	442.00
McGrath Liverpool Plates	118.00
Stamp Duty	870.00
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Vehicle Total Including GST	30,722.00
Less Settlement	
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TOTAL AMOUNT INCLUDING GST	30,722.00
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All quotations are based on the manufacturers current list price.
Should there be any variation to that price, or to the government statutory charges, the pricing in effect at the time of delivery for the New Vehicle will apply. This quotation is valid for 10 Business Days.

Fleet discounts given are subject to us receiving the appropriate eligibility documentation prior to the New Vehicle being registered.

Thankyou for inviting us to submit our proposal. Should you require any information or assistance with regard to any of the services we provide, please have no hesitation in contacting the undersigned.

Yours sincerely,
Mike Haddara
New Vehicle Sales Consultant