

TERMS & CONDITIONS

WIN A BMW DRIVING EXPERIENCE PROMOTION

THE PROMOTION

1. The Promoter is BMW Australia of 783 Springvale Road, Mulgave, VIC 3170 (the Promoter). References in these terms to “BMW”, “MINI” “BMW & MINI TRADE CLUB”, or “we” shall mean the Promoter. “Participant” shall refer to you as the Participant in the Promotion. Where such participation is made by individuals in their capacity as an employee of a corporate or unincorporated entity, Limited Liability Partnership or other Partnership such individuals shall be deemed to represent that they are authorised to accept these terms and conditions on behalf of such entity or organisation.

PROMOTION PERIOD

2. The Promotion will commence on 00:01 (AEST) on 1st October 2021 and shall close at 23:59 (AEST) on the 31st December 2021 (the “Promotion Period”).

ELIGIBILITY

3. To be eligible to participate in the Promotion you must be a resident (aged 18+) of, or a company registered in Australia.
4. Participants must be a BMW & MINI Trade Club Member.
5. Participants who choose to participate in the Promotion must have the express permission to do so on behalf of the corporate or unincorporated entity, Limited Liability Partnership or other Partnership the Participant is associated with.

COMPETITION AND PRIZE

6. Participants will have an opportunity to win one of three Full Day BMW Driving Experiences.
7. To be eligible for the prize the Participant must spend \$1000 or more, on Trade Club Brake Components, on a single invoice, for the chance to win a BMW Full Drive Day Experience. The brake must be purchased from an authorised BMW Trade Club Dealership. The 3 Trade Club Members with the highest quantity of eligible invoices will win. In the event where multiple Trade Club Members have the same quantity of invoices, the ones with the higher invoice values will be selected.
8. Rewards are non-transferable and there is no cash alternative. In the event of unforeseen circumstances, the Promoter may substitute a Reward of equal value for the Reward.
9. The prize is subject to availability. If unavailable, an alternative prize will be provided at the same value as the original prize.

REQUIREMENTS FOR DRIVING EXPERIENCE PRIZE.

10. Participants are responsible for ensuring that they hold a valid unrestricted drivers' licence permitting the participant to drive the particular vehicle(s) used during the course.
11. The participant must present a valid unrestricted drivers' licence, upon attending the experience.
12. The participant must dress appropriately to ensure comfort while driving (no open-toed shoes, sandals, heels or heavy soled work-boots). Please be prepared to spend most of the day outdoors, dressing for all weather conditions is essential.
13. Poor weather conditions will not typically interfere with the day's training and the course will continue as scheduled, unless advised otherwise.
14. Food and beverages will be catered throughout the day so please advise of any dietary requirements you may have.
15. If you suffer from any medical condition that prevents participation in certain activities, consult your physician about whether the BMW Driving Experience is appropriate for you.

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VERIFICATION

16. Every single invoice including \$1000 or more of BMW and / or MINI Genuine Brake Components, once verified as a received and retained order, will be attributed to the Participant's qualifying number of invoices.
17. Any Brake Components returned during the Promotion up to 23:59 (AEST) on the 31st December 2021 will be deducted from the total qualifying spend amount.
18. The winning Participants will be contacted within 14 days of the end of the competition after the 31st December 2021, by their Dealership and Trade Sales Representative on behalf of BMW Australia.
19. The Promoter reserves the right at its absolute discretion to disqualify Participants whom the Promoter believes does not comply with these Terms and Conditions.
20. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent participation including, without limitation, to require further verification as to proof of purchase, as well as the identity, age and other relevant details of a Participant.

PRIVACY AND DATA PROTECTION

21. The Promoter's use of any personal information submitted by the Participant shall be limited to communications about the Promotion and for managing the redemption process. The Participant hereby consents to its personal information being used for this purpose and confirms that it agrees with the Promoter's privacy policy. The Participant may withdraw consent to such use of personal information by writing to the Promoter.
22. Other than as set out in these Terms and Conditions, the details and information provided by the Participant when entering the Promotion or claiming the Reward will not be used for any other purpose, nor shall they be passed on to any third party.

GENERAL

23. The Promoter shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
24. The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the Terms and Conditions of the Promotion.
25. The Promoter, will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or Claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Promotion.
26. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in the Terms and Conditions as being included.
27. By participating in this Promotion, you agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Reward. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of the Promoter's negligence.
28. The Promotion is governed by the law of Australia.
29. Insofar as permitted by law, neither the Promoter, nor its agents nor distributors will be responsible or liable to compensate or accept any liability in respect to any personal loss or injury occurring at the driving experience, neither can they guarantee the quality and/or availability of the services offered by the driving experience and cannot be held liable for any resulting personal loss or damage. Your statutory rights are unaffected.
30. The Promoter reserves the right to change the terms and conditions, and void, cancel, suspend or amend the promotion where it becomes necessary to do so in the event of circumstances beyond its reasonable control.