

JEEP | PATRIOT CAMPER PROMOTION 2020 TERMS AND CONDITIONS

1. The Promotion is conducted by FCA Australia Pty Ltd, ABN 23 125 956 505, of 437 Plummer Street, Port Melbourne, Victoria, 3207 www.jeep.com.au/ (03) 8698 0200 (**Promoter**).
2. Information on how to enter, all entry instructions, the Prize, advertising material and Prize information published by the Promoter form part of these Terms and Conditions. Entry and participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. To be eligible to enter the Promotion and win the Prize (**Eligible Entrant**) you must:
 - a. be an Australian resident;
 - b. be aged 18 years or over;
 - c. own a Jeep vehicle;
 - d. spend at least \$100.00 (incl. GST) on a Qualifying Purchase during the Promotion Period;
 - e. during the Promotion Period, visit www.jeep.com.au/offers/xplore (**Website**), complete and submit an entry form and pdf copies of receipt/s for Qualifying Purchases that shows their Jeep vehicle's VIN, the invoice number or work order number (as applicable), and the transaction date; and
 - f. comply with these Terms and Conditions.
4. Eligible Entrants will receive one (1) entry into the Promotion draw for every \$100.00 (incl. GST) spent in a single transaction at an authorised Jeep Dealership (**Dealer**) on the servicing of their Jeep vehicle or purchase of Jeep Genuine Accessories (**Qualifying Purchase**).
5. If an Eligible Entrant spends \$1,000.00 (incl. GST) or more on a Qualifying Purchase in a single transaction, the Eligible Entrant will receive double the number of entries into the Promotion for that Qualifying Purchase. For example:

| Spend amount on Qualifying Purchase in Single Transaction | Number of Entries the Eligible Entrant Receives |
|--|--|
| \$100.00 (incl. GST) | 1 entry |
| \$500.00 (incl. GST) | 5 entries |
| \$1,000.00 (incl. GST) | 20 entries |
| \$1,100.00 (incl. GST) | 22 entries |
| \$1,300.00 (incl. GST) | 26 entries |

6. Employees (and their immediate families) of the Promoter, a Dealer, associated company or agency of the Promoter or other person associated with this Promotion are ineligible to enter. **Immediate family** means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

7. The Promotion commences at 12.01am AEST on 1 October 2020 and closes at 11:59pm AEDT on 28 February 2021 (**Promotion Period**). Entries received by the Promoter after the Promotion Period ends (irrespective of when they were sent) will not be included in the Promotion.
8. Entries will be deemed to be accepted at the time of receipt of entry and not at the time of transmission. Incomplete, inaudible, indecipherable or incomprehensible entries will be deemed invalid.
9. The Promoter reserves the right, at any time, to verify (including by liaising with the relevant Dealer) the validity of entries and entrants, including an entrant's identity, age and place of residence, ownership of a Jeep vehicle, and the receipts uploaded to the Website. Proof of identification, age, residency, ownership of a Jeep vehicle, and entry considered suitable for verification is at the discretion of the Promoter.
10. The Promoter reserves the right in its sole discretion to disqualify any entrant who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way. Errors and omissions may be accepted at the Promoter's discretion. The Promoter's legal right to recover damages or other compensation from such an offender is reserved.
11. Eligible Entrants are permitted multiple entries into the Promotion draw by submitting multiple separate Qualifying Purchases in accordance with clause 3 of these Terms and Conditions but are only entitled to win one prize. Eligible Entrants can only enter in their own name. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the Promotion is prohibited and any such entries will be invalid.
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
13. The draw will be conducted by CIE Legal.
14. The draw will take place on 16 March 2021 at 11:00am AEDT at Level 11, Como Office Tower, 644 Chapel Street, South Yarra, Victoria 3141.
15. The first valid entry drawn will win the Prize (**Prize Winner**). There will be one (1) prize winner. The Promoter may draw additional reserve entries (**Backups**) and record them in order in case an invalid entry or ineligible entrant is drawn, or in the event the Prize Winner is unable to accept the Prize within 14 days of the Promoter contacting or attempting to contact the Prize Winner (**Prize Acceptance Period**).

16. The Prize Winner will be notified by telephone and by email within two (2) business days of the draw. The Prize Winner will be notified about the Prize and the particulars of how it is to be collected.
17. The name of the Prize Winner will be published in The Australian newspaper or on the Promoter's Website on or before 30 March 2021.
18. The prize for the Promotion is one (1) x Patriot Campers 'X3 Camper Trailer' (RRP \$69,990.00) including the following accessories:
 - a. Waeco 75L, CFX75DZ Fridge/Freezer with Anderson Plug & Tie Down Kit (RRP \$1,790.00); and
 - b. Pop Up Coffee Machine Assembly (excl. coffee machine) (RRP \$990.00).

(Prize)
19. The total Prize pool is valued at AUD \$72,770.00.
20. The Prize must be collected from the location specified by the Promoter. The Prize Winner is solely responsible for any and all costs and risk associated with the collection of the Prize. The Prize does not include delivery.
21. The Prize and any element of the Prize is not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars and are correct at the time of publication of these Terms and Conditions. The Promoter accepts no responsibility for any variation in the value of the Prize, including as a result of any fluctuations in exchange rates.
22. The Prize must be accepted during the Prize Acceptance Period. In the event that the Prize Winner does not accept the Prize during the Prize Acceptance Period, despite every reasonable effort taken by the Promoter to contact a Prize Winner/s ("**Unclaimed Prize**"), the Prize Winner will forfeit their right to the Prize. The next valid entry drawn in accordance with clause 15 of these Terms and Conditions will be awarded the Prize. The Backup will receive the Unclaimed Prize in the order in which the Backup/s were drawn. The Backup will be published in The Australian newspaper or on the Promoter's Website within 2 business days. If the next valid entry drawn cannot be contacted or does not accept the Prize within 5 business days, the Promoter will contact the next drawn Backup in accordance with this clause until the Prize is awarded.
23. To the extent permitted by law, the Promoter reserves the right not to award the Prize if a suitable winner cannot be identified prior to the taking of the Prize.
24. The Promoter, its associated agencies and companies associated with this Promotion will take no responsibility if the Prize is damaged or lost in transit. Once the Prize has left the premises of the Promoter, the Promoter's associated agencies or the companies associated with this Promotion, the Promoter, the Promoter's associated agencies and the companies associated with this Promotion will not be responsible for any delay, failure to deliver, or damage caused to the Prize during transit.

25. It is a condition of accepting the Prize that the Prize Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements. The Prize Winner should only use the Prize for a vehicle that has the towing capacity to tow the Prize, and should check their vehicle's owner manual and other relevant documentation before using the Prize.
26. In the case of any dispute relating to these Terms and Conditions or Promotion, entrants may contact the Promoter in writing at xplore@fcagroup.com. The entrant must provide their name, contact details, and details of the dispute. The Promoter will consider the dispute and advise the entrant of its decision within a reasonable time. The Promoter's decision is final and no further correspondence will be entered into. Failure by the Promoter to enforce any of its rights does not constitute waiver.
27. To the full extent permitted by law, the Promoter, the Promoter's officers, employees and agents, the Promoter's related companies and all those entities' personnel exclude all liability for any loss (including any damage, claim, injury, cost or expense, including loss of opportunity) which is suffered or incurred by any individual in connection with the Promotion or Prize, including: (i) any direct, indirect, economic or consequential loss; (ii) any loss arising from the negligence; (iii) any liability for personal injury or death.
28. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct that may jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from any offender(s) are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. In the event of unforeseen circumstances, war, terrorism, pandemic, state of emergency or disaster (including but not limited to natural disaster), or the Promotion being interfered with in any way, including technical difficulties, unauthorised intervention or fraud, so that it is not capable of being conducted as reasonably anticipated, due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, and subject to any written directions from a regulatory authority, to: (a) cancel, terminate, modify or suspend the Promotion; (b) disqualify any entrant; or (c) suspend or modify the Prize or any element of the Prize. In addition, entrants acknowledge that the COVID-19 pandemic (including any applicable government restrictions) may affect the running of the Promotion and the ability to make Qualifying Purchases, and subject to any written directions from a regulatory authority, the Promoter may, at its discretion, terminate, modify suspend or extend the Promotion, or change the entry criteria or any other affected element of the Promotion, if it cannot run the Promotion or award the Prize as intended.

30. If the Prize (or an element of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that element of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
31. The Prize Winner accepts the Prize at their own risk. Any tax liability arising as a result of accepting the Prize is the responsibility of the Prize Winner. Independent financial or legal advice should be sought.
32. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Prize Winner (including photographs, films and/or recordings of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
33. 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 Australian Consumer Law (contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), as well as any other applicable implied warranties under the ASIC Act or similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**).
34. To the full extent permitted by law, the Promoter, the Dealers', their related companies and their officers, employees and agents, except for any liability that cannot be excluded, including the Non-Excludable Guarantees, exclude all liability for any loss (including any damage, claim, injury, cost or expense, including loss of opportunity) which is suffered or incurred by any individual in connection with the Promotion or Prize, including but not limited to: (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (ii) any theft, unauthorised access or third party interference; (iii) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter due to any reason beyond the reasonable control of the Promoter); (iv) any variation in Prize value to that stated in these terms and conditions; (v) any tax liability incurred by the Prize Winner or entrant; (vi) the Prize use of the Prize; (vii) any direct, indirect, economic or consequential loss; (viii) any loss arising from the negligence; (ix) any liability for personal injury or death including caused or contributed to by using the Prize.
35. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to Dealers, agents, contractors, service providers, Prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

36. As a condition of accepting the Prize, the Prize Winner may be required to sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion.
37. Any costs not expressly stated, but which may be incurred in the acceptance and use of the Prize, are the sole responsibility of the Prize Winner. Any cost associated with accessing the Website is the entrant's responsibility and is dependent on the Internet service provider used.
38. Eligible Entrants may opt in to receive direct marketing communications from the Promoter in relation to FCA Australia's products or services or for other promotional purposes. Where the Eligible Entrant has consented to receiving direct marketing communications from the Promoter, the Promoter may use the information to engage in direct marketing with the Eligible Entrant, and may disclose the Entrant's personal information to its related entities and contractors for the above purposes.
39. The Promoter's Privacy Policy, available at www.jeep.com.au, contains further details regarding how you can access or correct information we hold about you, how you can make a privacy related complaint, how that complaint will be dealt with and the extent to which your information may be disclosed to overseas recipients.

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