

# WIN A CAR PROMOTION Terms and Conditions

#### Offer

1) The following terms and conditions ('**Terms**') govern the car giveaway promotional offer promoted by GJ & MS Meredith Pty Ltd (ACN 050 102 120/ABN 79 050 102 120) trading as Stacks Discount Variety Down Under ('**Offer**').

## **Eligibility**

- 2) Entry is only open to NSW residents aged 18 years or over who have purchased products from Stacks Discount Variety Down Under.
- 3) Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, exspouse, 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.

#### Offer details

- 4) Entries into the promotion open on 1 September 2025 and close at 11:59pm AEDT on 30 December 2025 ('Promotional Period').
- 5) To entry into the draw, individuals must complete the following steps:
  - a) Purchase at any one time a minimum of \$50 worth of products from the Promoter during the Promotional Period;
  - b) Provide a copy of the receipt to the Promoter that evidences the purchase was made during the Promotional Period; and
  - c) Not return the product the subject of the receipt to the Promoter prior to the end of the Promotional Period.

### ('Eligible Purchase')

- 6) Multiple entries permitted, subject to the following:
  - a) only one (1) entry permitted per Eligible Purchase; and
  - b) each entry must be submitted separately and in accordance with entry requirements.

- 7) Individuals must retain a copy of their receipt of purchase for all entries as proof of Eligible Purchase. Failure to produce the proof of receipt for all Eligible Purchases when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an individual's entries and forfeiture of any right to a prize.
- 8) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 9) Incomplete, indecipherable or illegible entries will be deemed invalid.
- 10) 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.
- 11) There will be one (1) major draw conducted from all valid entries received ('Major Draw'). There will be 20 minor draws conducted for every following draw ('Minor Draw'). The draws will take place at 89a Herbert Street, Gulgong, New South Wales on Wednesday 31 December 2025 at 11:00am. The Major Draw will be in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by phone and email within two (2) business days of the draw and their names will be published on stacksdownunder.com.au on7 January 2026.
- 12) The Promoter's decision is final and no correspondence will be entered into.
- 13) The first valid entry drawn in the Major Draw will win a MY2026 Picanto Sport ('Major Prize'). Total prize value of the Major Draw is up to AU\$23,926.00 including 12 months registration in New South Wales, 12 months' compulsory third-party insurance, stamp duty and dealer delivery. The Major Prize also includes the first three logbooks services redeemable only at McCarroll Motors Mudgee. All optional extras and accessories, comprehensive insurance and any other insurance not stated, fuel, personal costs and all other ancillary or related costs are excluded. The winner must collect the Major Prize from McCarroll Motors Mudgee. Any vehicles depicted in promotional media are indicative only, and actual prize vehicle may differ from such depictions.
- 14) If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the Major Prize that the winner (or a representative of the winner) may be required to sign a legal release in a form to be determined by the Promoter in its discretion. Receipt of the Major Prize is subject to the winner being able to lawfully take possession of the Major Prize and comply with all registration and compulsory third-party insurance requirements.
- 15) The prize awarded in each Minor Draw is an AUD\$100 EFTPOS voucher (each a 'Minor Prize') which will be sent to Minor Prize winners via post or delivered in person.
- 16) Any ancillary costs associated with redeeming an EFTPOS card is not included. Any unused balance of an EFTPOS card will not be awarded as cash. Redemption of an EFTPOS card is

- subject to any terms and conditions of the issuer including those specified on the EFTPOS card itself.
- 17) Subject to the unclaimed prize draw clause, if for any reason a winner does not take or redeem the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
- 18) If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 19) The total maximum prize pool is \$25,926.00.
- 20) Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 21) A draw for any unclaimed prizes may take place on 7 January 2026 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will be notified by phone and email within two (2) business days of the draw and their names will be published on stacksdownunder.com.au on14 January 2026.
- 22) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording 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.
- 23) If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - a) to disqualify any entrant; or
  - b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 24) Any cost associated with participating in or entering the promotion is the entrant's responsibility.
- 25) The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 26) Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ('Non-Excludable Guarantees'). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 27) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:

- a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control):
- b) any theft, unauthorised access or third party interference;
- 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;
- d) any variation in prize value to that stated in these Terms;
- e) any tax liability incurred by a winner or entrant; or
- f) use of/taking of a prize.
- 28) The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will use and handle PI as required under the *Privacy Act 1988* (Cth). In addition, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. If entrants wish to opt out, access, update or correct their PI, entrants can reach out to the Promoter. All entries become the property of the Promoter. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

### **Modification of These Terms**

29) The Promoter reserves the right to suspend or modify any of these Terms at its sole discretion, without liability to those currently participating in the Offer. Any amendments to the Terms will be effective immediately upon the amended Terms being updated on the Promoter's website. Notice of any changes will be taken as having been provided upon the Terms being updated on the Promoter's website. Continued participation in the Offer constitutes acceptance of any changes.

### **Governing Law**

30) This Offer and Terms will be governed by, and construed in accordance with, the laws of the New South Wales, Australia, regardless of the location of the entrants or winners

## Severability

31) If any clause in these Terms is found to be invalid or unenforceable by a court of law, the remaining provisions shall continue to be in full force and effect.

### **Promoter**

32) The Promoter is GJ & MS Meredith Pty Ltd (ACN 050 102 120) trading as Stacks Discount Variety Down Under of 89A Herbert Street, Gulgong, NSW 2852 telephone 02 6374 2675 ('**Promoter**').

# **NSW Authority No. TP/04502**