

Conditions of Entry

Secure Parking Book & Win – Sonic the Hedgehog Promotion

- 1 The "Secure Parking Book & Win – Sonic the Hedgehog Promotion" (**Promotion**) is conducted by Secure Parking Pty Ltd as trustee for the Secure Kings Unit Trust (ABN 31 669 236 037) of Level 13, 100 Miller Street, North Sydney NSW 20260 (**Promoter**).
- 2 Information on how to enter, mechanics and prizes form part of these Conditions of Entry.
- 3 Entry into the Promotion is only open to Australian residents (excluding South Australia) aged 18 years or older (**Participant**). The directors, management and employees (and their immediate families, including their spouse, de-facto spouse, parent, natural or adopted child or sibling and wards whether residing in the same household or otherwise) of the Promoter, its related entities, corporation, suppliers, providers and agencies associated with this Promotion are ineligible to enter the Promotion.

PROMOTIONAL DATES

- 4 The Promotion starts at 12:01am (AEDT) on 10/02/20 and ends at 11:59pm (AEDT) on 08/03/20 (**Promotional Period**).
- 5 To enter Participants must make a Successful Booking Transaction between 12.01am (AEDT) on 10/02/20 and 11:59pm (AEDT) on 08/03/20 (**Entry Period**).
- 6 For the purposes of this Promotion, unless the contrary intention appears, the following terms will have the meaning specified:

Secure-a-Spot – means the Promoter's online booking service for Casual Parking products. All entries are subject to the terms and conditions of usage of the Secure-a-Spot service.

Eligible Parking Product – means Casual Parking Products available at Participating Car Parks via Secure-a-Spot – Secure Parking's online booking service.

Casual Parking Products means casual parking products including but not limited to Hourly Parking, Early Bird Parking, Night Parking, Weekend Parking, Overnight Parking, AM/ PM Parker.

Participating Car Parks means all car parks in the States of New South Wales, Victoria, Queensland, Tasmania, Western Australia and the Australian Capital Territory that offer Secure-a-Spot. A list of all participating car parks can be found online at www.secureparking.com.au

Successful Booking Transaction – means a completed transaction using a valid credit card or promotional code (issued by the Promoter) in which a confirmation email or confirmation SMS is sent to the Participants nominated email address or mobile number. Please note, than Successful Booking Transactions that have been cancelled prior to the Prize Draw will not be eligible to be entered into the prize draw.

Prize(s) means the Main Prize and Runner-Up Prizes

HOW TO ENTER

- 7 To enter, Participants must, during the Entry Period complete a Successful Booking Transaction of an Eligible Parking Product at a Participating Car Park using Secure-a-Spot booking service. Participants should note that not all Participating Car Parks will be open during the Promotion Period.

HOW TO WIN

- 8 Every time you complete a Successful Booking Transaction using the Eligible Payment Method with the Secure-a-Spot Service at a Participating Car Park during the Entry Period you will be automatically entered into the draw to win a Prize (**Prize Draw**). Only Secure-a-Spot transactions that fall into the Entry Period for the Prize Draw will be entered into the Prize Draw. Any Successful Booking Transaction that is cancelled prior to the Prize Draw will not be eligible for the Prize Draw.

- 9 Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the Participant.
- 10 The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any communication sent to (or by) the Promoter or any Participant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, or otherwise, (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise).
- 11 Participants will receive one (1) entry only for each Successful Booking Transaction.
- 12 Prize Draw Details – The Prize Draw will take place at the office of Secure Parking at Level 13, 100 Miller Street, North Sydney at 3.00pm on 12 March 2020.
- 13 Major Prize – the first Participant drawn in the Prize Draw will have the choice of one of the following options for a family holiday for 2 x Adults + 2 x Children under 16 (**Major Prize**):

Option 1:

Trip to San Francisco including:

- Transfers: Roundtrip airport transfers in San Francisco
- Accommodation: 5 nights' luxury hotel accommodation in San Francisco
- Daily Breakfast
- Helicopter Tour of San Francisco: Zoom over The Golden Gate Bridge, The Transamerica Pyramid and other key filming locations on an action-packed helicopter flight over San Francisco! (20 minutes) Includes flight over key filming locations, expert pilot and roundtrip transfers
- Family Dinner: Provided to the value of \$250 USD
- Travel Insurance

Option 2

Trip to Beijing including:

- Transfers: Roundtrip airport transfers in Beijing
- Accommodation: 5 nights' luxury hotel accommodation in Beijing
- Daily Breakfast
- Private Guided Tour of the Great Wall of China: Speed across the Great Wall of China! (7 hours) Includes private roundtrip transfers from hotel, professional English-speaking guide and roundtrip cable car tickets
- Family Dinner: Provided to the value of \$250 USD
- Travel Insurance

Option 3

Trip to Paris including

- Transfers: Roundtrip airport transfers in Paris
- Accommodation: 5 nights' luxury hotel accommodation in Paris
- Daily Breakfast
- VIP Private Guided Tour of Paris: Race around Paris on a custom-designed private tour (6 hours) including fast-pass admission to sprint to the top of the Eiffel Tower! (6 hours) Includes expert guide, private driver, fast-pass priority entry, access to the 2nd level of the Eiffel Tower, access to the summit of the Eiffel Tower and roundtrip transfers from hotel
- Family Dinner: Provided to the value of \$250 USD
- Travel Insurance

Value \$17,280 AUD (inc GST)

14. Runner-Up Prizes – in addition to the Major Prize, the Promoter will conduct further draws for 50 runner-up prizes as follows (**Runner-Up Prizes**):

50 x Sonic the Hedgehog Packs comprising of:

- Gold ring frisbee
- Light Up shoe clips
- Phone grip
- Protein shaker
- Light Up hydration pack

Value \$160.00 (including GST) each?

UNCLAIMED PRIZE DRAW

15. If any prize(s) remain unclaimed by 7/06/2020, the Promoter will conduct a further draw (Unclaimed Prize Draw) in order to distribute such prize(s), subject to any written directions given under applicable State or Territory legislation. The Unclaimed Prize Draw will take place at 11:00am on 12/06/2020 at Secure Parking Level 13 100 Miller Street North Sydney. Winner(s) in the Unclaimed Prize Draw will be contacted by phone and notified in writing and the names of any winner(s) will be published on the Secure Parking website at www.secureparking.com.au on 12/06/2020.

PRIZES

16. Total Prize pool - The total prize pool is valued at \$25,280 AUD (Including GST)
17. Prize values are based upon the recommended retail prices at the time of printing (including GST). The Promoter accepts no responsibility for change in Prize value between now and the ultimate Prize redemption date.
18. Prizes may be actually supplied by sponsors or other third parties.

GENERAL

19. **Safety** - The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the Prize, if the Promoter determines, in its absolute discretion that a winner is not able to safely participate in the Prize.
20. **Damaged or lost Prizes** - Once Prizes have left the Promoter's premises, the Promoter takes no responsibility for Prizes damaged, delayed or lost in transit.
21. **Independent advice recommended** - Independent financial advice should be sought as tax implications may arise as a result of accepting a Prize.
22. **Release may be required** - It is a condition of accepting a Prize that the winner may be required to sign all release and exclusion of liability in a form determined by the promoter in its absolute discretion.
23. **Notification of the Prize Winners** – The Promoter will make reasonable endeavours to contact each winner of each Prize by reference to the contact details supplied when completing a Successful Booking Transaction. The winners will also be identified by name on our website. By entering the Promotion the winners consent to his/her name being published by us and to: our use of using his/her name, likeness, image and/or voice (including any photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting us and our products. Publication of winners will be in the Secure Parking Website within 7 days of each prize draw.
24. **Inability to contact Prize Winners** - If an email message sent by the Promoter related to participation or entry in the Competition, bounces back, or cannot be delivered, or the Participant cannot be contacted by phone, the Promoter may contact another Participant via email or phone. In such event, the Promoter will not be responsible for the awarding of any prize to the email recipient whose email was not received. If a contestant or winner is not successfully contacted via email due to bounce back or undeliverable from the Promoter related to participation or entry in the

Competition that person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

25. **Verification of Winners** – All Prize winners will be subject to such identification and verification requirements as the Promoter may reasonably impose.
26. **Prizes not redeemable** – No Prizes are redeemable for cash. No Prize is transferable other than as specified in these conditions.
27. **Unavailability of Prizes** - In the event that any Prize is not available for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject (in the case of an unavailable prize) to the approval of any authority that issued permits for the conduct of the Promotion. The Promoter accepts no other liability for any loss incurred by an Participant or any third party in the event that any scheduled Prize is unavailable for any reason.
28. **Prize values** - The stated retail value of Prizes is, in the case of the Prize Draw, the recommended retail price of the item including GST at the time these conditions are first published.
29. **Cancellation of Promotion** – If for any reason the administration, security, fairness, integrity or proper conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, or technical failures) the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion. Any cancellation, termination, modification or suspension that relates to the Promotion will be subject to the approval of the authorities that have issued permits for its conduct.
30. **Disqualification of Participant** – If a Participant with, or subverts, the processes relating to participation in the Promotion, or may benefit from such tampering or subversion by any other person, the Promoter reserves the right in its sole discretion to disqualify that Participant.
31. **Terms of Sale of Parking Products Unaffected** - nothing in these conditions varies any terms or conditions applicable to the supply of goods or services by us.
32. All entries become the property of the Promoter. The Promoter's decision is final and no correspondence will be entered into
33. Details from all Participants will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion) and for publicity purposes surrounding this promotion. By entering this promotion Participants consent to receive future marketing material from Secure Parking Pty Ltd, including an email confirmation.
34. All Participants in the Promotion will automatically be entered into Secure Parking's "Club Secure" database. A member can opt-out of the program at any time by email by clicking the unsubscribe link included in any Club Secure email. By entering the Promotion you agree to all the terms of membership for Club Secure. A full set of membership terms and conditions of Club Secure membership is available at www.secureparking.com.au. Participants may also be subscribed to receive offers from Secure Parking partners.
35. **Limitation of Liability** - Nothing in these terms and conditions is intended to limit or exclude liability for breach of any statutory warranty or condition imposed by statute, including but not limited to the Trade Practices Act 1974 (Cwth). You may have rights under such legislation and those rights may prevail over any provision of these terms and conditions.

Subject to the foregoing and to the extent permissible by law the Promoter and its employees and agents will not be liable for:

- (a) personal injury, death, damage to or loss of property, financial loss, lost profit, or loss of opportunity or other economic loss arising from the act or omission of any person in the delivery, supply or use of the prize and whether the act or omission is deliberate, reckless, negligent or otherwise constitutes a tort, breaches any statutory duty or any contract;
- (b) any failure by any third party (including any sponsor or the supplier of any Prize) to provide a prize or to provide it as promised as a result of bankruptcy or entry into any other form of administration in insolvency;
- (c) any defect in any Prize;
- (d) Prizes damaged or lost in transit;

- (e) the consequences of late or misdirected mail, including but not limited to the consequence that you may not actually receive notice that you have won a prize;
 - (f) the consequences of any fraud or cheating of any Participant or third person;
 - (g) loss of any kind caused by any event outside our reasonable control of, including but not limited to strikes and other industrial action, wars, acts of terrorism, natural disaster, inclement weather and acts of God; or
 - (h) any tax liability incurred as a result of winning a Prize. You must obtain independent tax and financial advice.
 - (i) Safety - The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the Prize, if the Promoter determines, in its absolute discretion, that a winner is not able to safely participate in the Prize.
36. **Privacy** - By entering the Promotion and providing your contact details you consent to receiving electronic newsletters from us and materials about the Promoter's services. All Participants will be given the opportunity to opt out if they do not wish to receive future communications.
37. The promoter may exercise its absolute discretion in relation to all aspects of the promotion.
38. **Promoter:** Secure Parking Pty Ltd as trustee for the Secure Kings Unit Trust ABN 31 669 236 037 of Level 13, 100 Miller Street, North Sydney, NSW, 2060. You may contact us by phone on 1300 727 483 or via our website at www.secureparking.com.au.

NSW Permit No. [LTPS/20/41535]

SCHEDULE 1: ADDITIONAL TERMS AND CONDITIONS FOR TRAVEL PRIZE

- The Prize winner may choose one city from three available prize destinations; San Francisco, Beijing or Paris;
- The Participant or at least 1 person travelling with the Participant must be over the age of 21 and all persons travelling with the Participant must hold a current passport with at least 6 months' validity from the travel dates return into Australia;
- Prize includes roundtrip economy flights (inclusive of all applicable airport taxes, fees, and duties) for up to 2 adults and 2 children under 16 years old from the capital city of the country where the Participant resides to San Francisco International Airport, San Francisco, California, USA; Beijing Capital International Airport, Beijing, China; or Charles de Gaulle Airport, Paris, France;
- Flights may be indirect and no stopovers or extensions to trips are permitted;
- Flight will be selected by prize provider at their sole discretion; accommodation is based on 2 adults and 2 children under 16 years old sharing a quadruple occupancy room in their selected destination;
- A valid credit or debit card will be required to guarantee your room on check in;
- Stay must include a Saturday night;
- The prize excludes domestic ground transfers, car rental, meals and drinks, excursions, attractions, treatments, visas, personal expenses and anything not expressly stated in the prize package;
- All elements of the prize are subject to availability; if unavailable, experiences and items of a similar nature and value may be offered at prize provider's discretion;
- Accommodation will be selected by prize provider at their sole discretion;
- Winners must contact prize provider with three preferred travel dates in three separate months no later than six weeks prior to departure;
- Once booked, the Prize cannot be amended or cancelled;
- All travelers will require a passport valid for at least 6 months on date of travel;
- Any necessary visas are the responsibility of the winner and guests;
- Travel insurance is provided to a maximum total value of \$100 USD and is subject to restrictions and the terms and conditions of the insurance provider;
- It is the responsibility of the winner and/or their companions to meet any additional costs relating to obtaining insurance cover for any pre-existing medical condition and for any additional costs as may be specified where the winner and/or their companions are aged 70 or over;
- Prize cannot be taken over Christmas, New Year or Public Holidays in the departure or arrival country; prize is valid for 12 months from the date of notification of winning, and all travel must be completed within that time; if winner chooses to forfeit any of the stated activities then no alternative activities will be provided;
- In respect of the helicopter flight included within the San Francisco package, each passenger must provide their weight upon booking to ensure it will fit all passengers comfortably and safely, a minimum of 4 passengers is required for the flight to be confirmed, the maximum weight is 300lbs/136 kg, children must be accompanied by an adult;
- For the Great Wall of China tour, a moderate level of fitness is required, the tour is not wheelchair accessible and is unsuitable for those with mobility issues, back problems or heart problems and children must be accompanied by an adult;
- For admission to the Eiffel Tower in Paris, the 2nd floor level is wheelchair accessible, however the summit of the Eiffel tower is not wheelchair accessible and may not be suitable for those with mobility issues;
- Family dinner in the Prize winner's chosen destination is provided to the maximum value of \$250 USD; all tours and experiences will be conducted in English.
- Dates of travel must be confirmed within 45 days of notification of winning prize.
- Unless otherwise stated, winner and guest/s are to make their own way to and from all prize inclusions
- All elements are subject to availability at time of booking.
- Airline tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-transferable. Any alterations to confirmed flights and/or accommodation and/or scheduling arrangements will be at the expense of the Prize winner and their travelling companions.
- Individual supplier terms and conditions apply.
- Airline, flight route and dates of travel are subject to the Promoter's absolute and final decision.
- Travel insurance is valid for passengers under 85 years of age and without pre-existing conditions: PRE-EXISTING CONDITION means: 1. in respect of Injury: a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy. 2. in respect of Sickness: i. a condition or side effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy. If any form of cancer is a Pre-Existing

Condition, then there is no cover for cancer or cancer-related conditions. ii. a condition caused by a Pre-Existing Condition, that is, any medical condition that You have suffered from or been treated for, irrespective of whether a complete recovery has occurred. In the event of not qualifying for the included travel insurance, the winner will be required to obtain their own travel insurance policy.

- Any changes by the Prize winner made to the specified Prize package (including travel extensions, additional guests, etc) will be subject to an administration fee excluding GST, which must be settled in full prior to booking confirmation.
- The Promoter is not responsible for any change in times or dates, cancellations or rescheduling of events that may prevent the Prize winner from redeeming the Prize or any part of it.
- It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
- Rewards program points cannot be accrued when taking up the Prize.
- Bookings are subject to availability and are not re-routable. Once booked and approved by the Prize supplier, any changes may incur a cancellation fee or amendment fee at the cost of the Prize winner. Once tickets have been issued they cannot be changed.
- Neither the Promoter nor the Prize supplier/s or their associated companies will be held liable for any loss, damage or injury that results directly or indirectly from the Prize winner taking part in any aspect of the Prize. Where relevant, the Prize winner agrees that they take full responsibility for any activities engaged in while travelling and engaging in the Prize package and will take out appropriate travel insurance.
- The Prize winner and their travelling companions are responsible for any visa requirements associated with the Prize. In the event that the Prize winner or their companion are unable to obtain appropriate visas, the Promoter takes no responsibility for the Prize winner's or their companion's inability to take the Prize.
- The Prize winner is responsible for all costs not expressly listed as being included in the Prize, including without limitation, meals, entertainment, other travel and accommodation, incidentals, gratuities, services charges, optional extras, transfers, passports, visas, re-entry permits, spending money, freights, excess baggage, government taxes, departure taxes, ground transportation any tax liabilities, airport charges, any applicable surcharges and any other related costs. Unless otherwise specified in the Schedule, travel insurance is not included in the Prize and will be the responsibility of the Prize winner. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- All travel will be subject to the general conditions of carriage. The Promoter and Prize supplier make no representations as to the safety, conditions or other issues that may exist at any destination. It is the responsibility of the Prize winner to enquire about local issues and conditions at destinations before travel.
- Neither the Promoter nor the Prize supplier or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond the Promoter and the Prize supplier's control which prevent awarding or acceptance of the Prize in accordance with the Prize description