

# "2022 BMW TRIP OF A LIFETIME" PROMOTION.

## TERMS AND CONDITIONS.

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to any bodyshops and mechanical repairers in Australia who are members of the BMW & MINI Trade Partner Program ("**Members**"). Members who do not wish to participate in this promotion can opt out by contacting [tradepartner@bmw.com.au](mailto:tradepartner@bmw.com.au).
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, 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.
4. Entries into the promotion open on 1 March 2022 and close at 11:59PM AEDST on 31 December 2022 ("**Promotional Period**").
5. At the commencement of the Promotional Period, Members will be provided an annual purchase target for the 2022 calendar year and a purchase target for each of the following periods during the Promotional Period:
  - a. 1 March 2022 to 11:59PM AEDST on 30 June 2022 ("**Period 1**");
  - b. 1 July 2022 to 11:59PM AEDST on 30 September 2022 ("**Period 2**"); and
  - c. 1 October 2022 to 11:59PM AEDST on 31 December 2022 ("**Period 3**"),and each referred to as a "**Period**".

Purchase targets will be tailored to each Member depending on their pro-rata spend through the BMW & Mini Trade Partner Program during the 2021 calendar year, as the greater of:

  - 110% of the Member's calendar year purchases in 2021; or
  - For bodyshop Members: \$30,000; or
  - For mechanical repairer Members: \$12,000.
6. To enter, Members must purchase genuine BMW products or parts through an authorised dealer via the BMW & Mini Trade Partner Program during the Promotional Period ("**Qualifying Purchase**"). Members will receive entries into the relevant draws as follows:
  - a. Members who reach their purchase target for any Period will receive one hundred (100) automatic entries into the Period Draw for that Period. Only one hundred (100) entries is permitted per Period Draw regardless of the amount in excess of the purchase target that the Member has achieved for that Period.
  - b. Members who achieve their annual purchase target will receive entries into the Annual Draw equal to the percentage of their annual purchase target that they have achieved (rounded up to the nearest whole point). For example, if a Member achieves 100% of their annual purchase target, then they will receive one hundred (100) entries into the Annual Draw. If a Member achieves 115.3% of their annual purchase target, then they will receive one hundred and sixteen (116) entries into the Annual Draw. For clarity, all purchases of genuine BMW products or parts for the 2022 calendar year will contribute towards Members' annual purchase target.
7. Members can view their purchase target progress at any time during the Promotional Period by visiting and logging on at [www.bmwtradeclub.com.au](http://www.bmwtradeclub.com.au).
8. The value of a Member's aggregate purchases on a **GST exclusive basis** are used to determine purchase targets and achievement for the purpose of calculating entitlement to entries in Period and Annual Draws.



9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, 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.
10. If, during the Promotional Period and until a prize is awarded, any genuine BMW product or part contributing towards a purchase target in a Qualifying Purchase is returned for a refund or credit, or exchanged for a part/product or parts/products that are not eligible for entry into this promotion (i.e. non BMW parts or products) and/or which reduce the value of the relevant Qualifying Purchase to below a purchase target, the Promoter reserves the right in its absolute discretion to invalidate any entries awarded in respect of that Qualifying Purchase (or reduce the number of entries awarded accordingly) or invalidate any claims to a prize awarded or yet to be awarded.
11. Incomplete purchases or transactions will be deemed invalid for an entry.
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. Entries will be divided into the following groups: bodyshop and mechanical repairers (each a "**Group**"). Separate Period Draws, Annual Draws and prizes apply for each Group.
14. There will be one (1) draw conducted for entries received during each Period of the Promotional Period ("**Period Draws**") and one (1) draw conducted for all entries received from members who have achieved their annual purchase targets ("**Annual Draw**") for a total of four (4) draws per Group. The Annual Draws will be conducted in the presence of an independent scrutineer. Entries will open at 12:00AM AEDST and close at 11:59PM AEDST for each draw on the dates specified in the table below. All draws will take place at Anisimoff Legal, Suite 5 210 Central Coast Highway Erina NSW 2250 at 1:00PM AEDST on the dates specified in the table below. All times indicated are AEST/AEDST as applicable in NSW unless specified otherwise. Entries in each Period Draw will NOT be entered into any subsequent Period Draws. 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 email and telephone within two (2) business days of the relevant draw. Winners will be published at [www.bmwtradeclub.com.au](http://www.bmwtradeclub.com.au) on the dates specified in the table below.

DRAW	ENTRIES OPEN	ENTRIES CLOSE	DRAW DATE	PUBLICATION DATE
Period 1 Draw	01/03/22	30/06/22	07/07/22	14/07/22
Period 2 Draw	01/07/22	30/09/22	06/10/22	13/10/22
Period 3 Draw	01/10/22	31/12/22	19/01/23	27/01/23
Annual Draw	01/03/22	31/12/22	19/01/23	27/01/23

15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn in each Period Draw will each win a BMW Driving Experience voucher for one (1) participant valued at \$1,500.00.
17. The first valid entry drawn in each Annual Draw will win each a trip for one (1) adult to Munich, Bavaria valued at up to AU\$25,500.00 depending on point of departure. Prize includes:
  - One (1) x return business class airfare from Melbourne, VIC to Munich, Bavaria. If a winner resides outside of VIC, the prize will include economy class domestic return airfares from the winner's nearest capital city to Melbourne, VIC;
  - 6 (six) nights' 3-4 star accommodation;
  - Various activities at BMW World from 16 April 2023 to 20 April 2023; and
  - Transfers to and from departure point and to and from accommodation and BMW World in Munich; and
  - Selected meals.



Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the BMW World event with flights departing on 15 April 2023 and is subject to booking and flight availability. Winners are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Winners may be required to present their credit card at time of accommodation check in.

18. The second valid entry drawn in each Annual Draw will win a BMW Driving Experience voucher for one (1) participant, valued at \$1,500.00.
19. The third valid entry drawn in each Annual Draw will win a \$1,000.00 gift voucher to be spent on any goods and services that are available at their local BMW or MINI dealership.
20. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
21. Any ancillary costs associated with redeeming the vouchers are not included. Any unused balance of the vouchers will not be awarded as cash. Redemption of the vouchers is subject to any terms and conditions of the issuer including those specified on the vouchers.
22. Prizes will be awarded to the owner of the respective winning bodyshop or mechanical repairer who may, in their absolute discretion, allocate the prize to any employee of that store ("**Prize Taker**"). The owner must notify the Promoter of that transfer (in writing) within seven (7) days of winner notification, and must not issue the prize without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion. The Promoter accepts no liability for any tax or duty incurred by the Prize Taker or winning Member (including in relation to the provision of a fringe benefit) in connection with an allocation or assignment of the prize. To avoid doubt, the Prize Taker may not sell or auction a prize for value.
23. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
24. If any prize (or part of any prize) is or later becomes unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification (or cash), subject to any written directions from a regulatory authority.
25. Total prize pool value is up to \$65,000.00. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
26. A draw for any unclaimed prizes may take place on 20 February 2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw and the names of the winning Members will be published at [www.bmwtradeclub.com.au](http://www.bmwtradeclub.com.au) from 28 February 2023.
27. 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.
28. 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.
29. 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, 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.



30. 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; (c) 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 and Conditions; (e) if the BMW World events are delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability (including relating to the provision of a fringe benefit) that may be incurred by a winner or entrant in connection with the acceptance of a prize including where it is allocated by the winner to a Prize Taker; (g) use/taking of a prize by the prize winner or Prize Taker; or (h) participation in or attendance at a prize event.
31. As a condition of accepting the prize, a winner or any assignee or user of a prize must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
32. 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 also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.bmw.com/en-au/footer/privacy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, 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. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
33. The Promoter is BMW Australia Ltd (ABN 11 004 675 129) of 783 Springvale Road, Mulgrave VIC 3170, telephone (03) 9264 4000.
- NSW Permit No. TP/ 01661. ACT Permit No. TP22/ 00257. SA Permit No. T22/ 173.

