

Terms and conditions

Let's get the grand final party started with 13cabs Promotion

The following terms and conditions (Terms and Conditions) apply to the Let's get the grand final party started with 13cabs promotion in Perth (Western Australia) (the **Promotion**). By entering into the Promotion, a person acknowledges and warrants that they have read, understood and accepted these Terms and Conditions.

Promoter

1. The Promotion is conducted by Black Cabs Combined Pty Ltd (ABN 80 007 321 682) of 35 Downing Street, OAKLEIGH VIC 3166, telephone: 03 9277 3700 (the **Promoter**).

Promotion Period

2. The Promotion commences at 12.01 am on 20 September 2021 and concludes at 11.59 pm on 23 September 2021 AEST (**Promotion Period**).

Entry Requirements

3. Information on how to enter the Promotion forms part of the Terms and Conditions.
4. Entry is open to any resident in Perth over the age of 18 years only and who:
 - (a) downloads the 13cabs app; and
 - (b) enters the codeword 13footy in the PROMOS page in the 13cabs app during the Promotion Period.

(Entrant).

5. Only one entry is permitted per person. Entrants will only be eligible to win one prize per entry during the Promotion Period.
6. Employees of the Promoter and any subsidiary, parent company, agent or affiliate of the Promoter (and their immediate families), participating retailers 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 first cousin.

7. An entry is deemed to be received at the time confirmed by the Promoter and not at the time the Entrant provides their information to the Promoter.
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 disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions, who tampers with the entry process, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion, or who submits an entry that the Promoter deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Promotion.
9. If there is a dispute concerning the conduct of this Promotion (including as to the identity of an entrant) or in respect to claiming a prize, the Promoter will, in good faith, consider the entrant's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.

Prize, Winners and Winner Notification

10. There is one (1) major prize and ten (10) minor prizes to win every day during the Promotion Period, with:
 - (a) Each major prize valued at \$805; and
 - (b) Each minor prize valued at \$100.
11. The Promoter will randomly select at 9am (AEST) on the next day of each day of the Promotion Period one (1) major prize winner and ten (10) minor prize winners.
12. The total prize pool is \$7,220 and is comprised of the following:
 - (a) Major prize
 - i. \$339 - Weber Black Baby Q
 - ii. \$150 - Woolworths Gift Voucher
 - iii. \$216 - King of the Grill Gourmet Hamper Pack
 - iv. \$100 - Worth of 13cabs Digital Passes
 - (b) Minor prize
 - i. \$100 worth of 13cabs Digital Pass
13. If for any reason whatsoever a prize winner does not provide their accurate name, mobile number or email address at the time of entry, then the prize will be forfeited by that winner and neither cash nor any other prize will be awarded in lieu.

14. Major prize winners will be notified via phone and minor prize winners will be notified via sms as soon as possible following the end of the Promotion Period.
15. Prizes will be distributed by the Promoter within 7 days, subject to the winner's compliance with these Terms and Conditions. If the winner of a prize is unable or unwilling to complete all elements required to claim their prize, then a draw for the relevant unclaimed prize may take place at 13cabs at 35 Downing Street, OAKLEIGH VIC 3166, subject to any directions from a regulatory authority. The re-draw prize winner(s), if any, will be notified by email within 2 business days of the re-draw. Any re-draw must also comply with clauses 18 to 19 (inclusive).
16. To redeem the 13cabs Digital Pass or minor prize you must click on the link contained in the SMS or email to the winner.
17. Any ancillary costs associated with redeeming the prize are not included. Any unused balance of the prize will not be awarded as cash. Redemption of the prize is subject to any terms and conditions of the issuer including those specified on the Digital Pass.

Prize Restrictions

18. In order to redeem the 13cabs Digital Pass or minor prize, the winner will require an iPhone 6 or later and with iOS 9 or later or an Android phone with NFC and Lollipop 5.0 or above. If the winner does not have a compatible phone, the winner will need to contact the Promoter by email at customer.care@13cabs.com.au or by telephone on 1300 039 187 and provide their postal address for a \$100 13cabs FLEXeTICKET to be sent to their nominated address.
19. If any terms and conditions are imposed by a third party on a winner's ability to use some or all of the prize (**Third Party Provider**) then the winner must comply with those additional terms or the winner will forfeit the prize (and the ability to continue to use and enjoy the prize) immediately on notice from the relevant Third Party Provider, or the Promoter (as applicable).
20. Subject to the unclaimed prize draw clause below, if for any reason whatsoever a prize winner does not provide their name and mobile number or email address and residential address at the time the Promoter notifies them that they have won, then the prize will be

forfeited by that winner and neither cash nor any other prize will be awarded in lieu.

21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
22. If any prize (or part of 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.
23. The entrant acknowledges and agrees that:
 - (a) clause 32 applies equally to limit the liability of the Promoter and any Third Party Provider in respect of the use of any prize awarded in respect of the Promotion; and
 - (b) the entrant forfeits their prize if they breach or otherwise do not comply with clauses 18 to 19 (inclusive).
24. Subject to clause 9, the Promoter's decisions are final, and no correspondence will be entered in to.

Participation in Promotions

25. Each winner must, at the Promoter's request, participate in any marketing and promotional activity in relation to the Promotion, free of charge. Entrants consent to the Promoter using the Entrant's name, likeness, image, entry and/or voice in the event they are a winner (including any 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 the business of the Promoter.
26. If for any reason whatsoever a winner does not participate in any part of the Promotion which they are required to participate in then they will be deemed to have forfeited their rights under the Terms and Conditions and are not entitled to cash or any other prize in lieu.

General

27. If, for any reason, the Promotion is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take

any action that may be available to it, subject to State and / or Territory regulations, including cancelling, terminating, modifying or suspending the Promotion.

28. The Promoter reserves the right to change the Promotion, or part of the Promotion, at any time, subject to any written directions from a regulatory authority.
29. 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. Incomplete or indecipherable entries will be deemed invalid.
30. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to: (a) disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion, as appropriate.
31. To the extent permitted by law (including the Australian Consumer Law), each Entrant releases the Promoter and indemnifies the Promoter against all liability, cost, loss or expense arising out of acceptance or use of any prize or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
32. Other than any liability that cannot be excluded by law (including the Australian Consumer Law), the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or any prizes; and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
 - (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 tax liability incurred by a winner or Entrant. Independent financial advice should be sought;
 - (e) Participation in any aspect of the Promotion; or
 - (f) Use of a prize.
33. As a condition of participation in the Promotion, each Entrant may be required to sign legal documentation as and, in the form, required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
34. By entering this Promotion, each Entrant acknowledges and agrees that:
- (a) They will at all times conduct themselves in a proper manner, having consideration for other Entrants, the Promoter and any other person;
 - (b) If any entry is deemed inappropriate, offensive, or otherwise unsuitable by the Promoter, the entry will be deemed to be invalid, without recourse to the Promoter or any other person; and
 - (c) They indemnify the Promoter for any damage, loss, cost or expense caused to any third party, property, any person or otherwise (Relevant Cost) as a result of their actions or omissions during the conduct of the Promotion (including any loss or damage suffered as a result of the Eligible Entrant breaching clauses 25, 31, 32(c) and (d) of these Terms and Conditions) and must promptly pay any Relevant Costs to the Promoter (or any other relevant person) on demand.
35. The Promoters Customer Care team can be contacted by email at customer.care@13cabs.com.au or by telephone on 1300 039 187 to discuss the conduct of the Promotion or the prizes.

Personal Information

36. All entries become the sole property of the Promoter.
37. If an Entrant does not provide their personal information, the Entrant will not be able to enter the Promotion.
38. Each Entrant's personal information will be used and disclosed by the Promoter in accordance with these terms and the Promoter's Privacy Policy, available at <https://book.13cabs.com.au/Privacy> or on request to privacy@13cabs.com.au. The Promoter will not disclose an Entrant's personal information overseas.

39. By submitting an entry into the Promotion each Entrant warrants that the Entrant consents to the Promoter using their personal information as contemplated by these Terms and Conditions.
40. The Promoter collects personal information in order to conduct the Promotion and provide any goods or services requested and may, for those purposes, disclose such information to third parties, including but not limited to, affiliates, prize suppliers or regulatory authorities and for any purpose to which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes.
41. The Promoter may use and disclose the Entrant's personal information for direct marketing purposes, unless the Entrant opts out, which they can do at any time in accordance with the Promoter's Privacy Policy.
42. Entrants should direct any request to access, update or correct their personal information to the Promoter at the email address above.