

**TERMS AND CONDITIONS**  
**Mercedes-Benz TradeClub Oil Competition**

**OIL COMPETITION**

1. To be eligible to win a Prize, entrants must:
  - (a) be or become a Mercedes-Benz TradeClub member;
  - (b) be a minimum of 22 years old and hold a current and valid full Australian driver's license (that is not suspended) and provide evidence of this to MBAuP's representative on location prior to participation in the Event. Probationary and learner drivers and drivers on restricted licences are not eligible to win a Prize.
2. By entering the promotion, entrants agree to these Terms and Conditions.
3. Entrants will receive one automatic entry for every 10 litres of the following Mercedes-Benz Genuine Oil part numbers purchased during the promotional period.

|                     |                           |      |
|---------------------|---------------------------|------|
| A0019896803AAA6     | MB 236.14 ATF 1L(NSP)     | 1L   |
| A0019896803AAA4     | MB 236.14 ATF 5L          | 5L   |
| A000989520411FIFE   | MB229.5 5W40 1L           | 1L   |
| A000989520413FIFE   | MB229.5 5W40 5L           | 5L   |
| A0009899101AFA8     | MB228.51 10W40 210L       | 210L |
| A001989870309       | MB236.26 20L SLS GEAR OIL | 20L  |
| A0009899701AFA8     | MB229.51 5W30 210L        | 210L |
| A0019897703AAA8     | MB 236.15 ATF 210L        | 210L |
| A0009893301AFA8     | MB229.1 10W40 210L        | 210L |
| A001989680312       | MB 236.14 ATF 210L        | 210L |
| A0019896803AAA8     | MB236.14 ATF 210L         | 210L |
| A0009898301AFA5     | MB229.5 20 LITRE          | 20L  |
| A001989920311       | MB236.16 ATF 5L           | 5L   |
| A001989590310       | MB 235.15 HYPOID GEAR OIL | 1L   |
| A0009898301AFA8     | MB229.5 5W40 210L         | 210L |
| A001989160109       | MB229.52 5W-30 1L         | 1L   |
| A001989170310       | HYPOID GEAR OIL 1L        | 1L   |
| A001989200312       | MB 344.0 P/S FLUID 1L     | 1L   |
| A001989920309       | MB236.16 ATF 1L           | 1L   |
| A001989780309       | MB 236.15 ATF 1L          | 1L   |
| A001989680310       | MB 236.14 ATF 1L          | 1L   |
| A000989000132550203 | OIL SAMPLE KIT            | 1L   |
| A001989520310       | MB 235.61 AMG HYPOID 0.5L | 0.5L |
| A001989460313       | MB 236.20 ATF 1L          | 1L   |
| A002989020309       | MB 235.62 1 LITRE         | 1L   |
| A001989210310       | MB 236.10 ATF 1L          | 1L   |
| A002989060309       | MB 236.17 ATF 1 LITRE     | 1L   |
| A001989850311       | MB 236.21 ATF 5L          | 5L   |
| A0019894603         | MB 236.20 ATF 1L          | 1L   |
| A0009898301AAA4     | MB229.5 5W40 5L           | 5L   |
| A001989240310       | MB 345.0 P/S FLUID 1L     | 1L   |

|                   |                           |      |
|-------------------|---------------------------|------|
| A0009898803AAA6   | MB 236.3 STEERING 1L      | 1L   |
| A0009899701AAA4   | MB229.51 5W30 5L          | 5L   |
| A001989460310     | MB 236.20 ATF 5L          | 5L   |
| A0009898301BMG6   | AMG OIL 0W-40 1L          | 1L   |
| A001989850309     | MB 236.21 ATF 1L          | 1L   |
| A0009899203       | MB 236.6 ATF 1L           | 1L   |
| A0009898301AAA6   | MB229.5 5W40 1L           | 1L   |
| A0019897703AAA6   | MB 236.15 ATF 1L          | 1L   |
| A0009890206       | HYDRAULIC FLUID FOLD ROOF | 1L   |
| A0009899701AAA6   | MB229.51 5W30 1L          | 1L   |
| A001989330312     | MB235.7/.74 DIFF OIL 1L   | 1L   |
| A000989910310     | MB 343.0 HYDRAULIC 1L     | 1L   |
| A0019897703AAA4   | MB 236.15 ATF 5L          | 5L   |
| A000989930211AIBW | ENGINE OIL                | 1L   |
| A000989440417FULE | MB 236.15 ATF 210L        | 210L |
| A000989440413FULE | MB 236.15 ATF 5L          | 5L   |
| A000989450411FWZE | MB 236.3 STEERING 1L      | 1L   |
| A000989500417FGAE | MB229.1 10W40 210L        | 210L |
| A000989430417FTLE | MB236.14 ATF 210L         | 210L |
| A000989430411FTLE | MB 236.14 ATF 1L          | 1L   |
| A000989430413FTLE | MB 236.14 ATF 5L          | 5L   |
| A000989440411FULE | MB 236.15 ATF 1L          | 1L   |
| A000989430515FIFA | MB229.5 20 LITRE          | 20L  |
| A000989430517FIFA | MB229.5 5W40 210L         | 210L |
| A000989540411FLEE | MB229.51 5W30 1L          | 1L   |
| A000989540417FLEE | MB229.51 5W30 210L        | 210L |
| A000989540413FLEE | MB229.51 5W30 5L          | 5L   |
| A000989470417FCCE | MB228.51 10W40 210L       | 210L |
| A001989240313     | HYDRAULIC OIL             | 1L   |
| A001989680313     | MB 236.14 ATF 1L          | 1L   |
| A001989770309     | GEAR OIL                  | 1L   |
| A002989060311     | MB 236.17 ATF 5 LITRE     | 5L   |
| A001989330310     | HYPOID GEAR OIL 1L        | 1L   |
| A0019893701AGA6   | MB 229.52 5W-30 1L        | 1L   |
| A0019893701BGA6   | MB 229.52 5W-30 1L        | 1L   |
| A000989950211AMEW | MB 229.52 5W-30 1L        | 1L   |

4. Prize is only for business customers i.e. for the company beneficiary. It is at the discretion of the Business Owner on who will be attending the Mercedes-Benz Drive Day should they win.
5. Employees (and their immediate family members) of the Promoter and its related entities, and authorised Mercedes-Benz Cars, Mercedes-Benz Vans, Mercedes-Benz Financial Services, Freightliner and FUSO dealerships and agencies associated with this

promotion are ineligible to enter. Employees of other automotive manufacturers, importers, distributors or retailers are also ineligible to enter. The term "immediate family member" 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.

6. The promotion commences at 12am AEST on 12/8/2019 and ends at 6pm AEST on 29/02/2020.

## THE PRIZE

7. There are 20 prizes available for this competition as outlined in clause 12.
8. For Metro winners in Victoria, they have to make their way to the venue themselves.
9. For interstate winners, one night's accommodation on the date of the Mercedes-Benz Drive Day and transfers to and from accommodation will be included.
10. Prizes must be taken as offered. Prizes, or any unused portion of a prize, are non-refundable, not transferable and not exchangeable for cash or services or any of the Promoter's or prize providers' other products or services. If a prize (or part of a prize) is unavailable, the Promoter, in its absolute 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.
11. The prize draw will be conducted at SAM Sales & Marketing 272 Bay Street, Port Melbourne, 3207 on the 16<sup>th</sup> of March 2020 at 12.00pm AEDST. Winners will be notified via phone and/or email and the winner's first initial and last name will be published on [www.tradecub.mercedes-benz.com.au](http://www.tradecub.mercedes-benz.com.au) by the 22nd March, 2020 for 30 days.
12. The prize comprises:
  - (a) A ticket, for the winner, who must both be a minimum of 22 years of age, and hold a valid full Australian driver's license, to attend the Mercedes-Benz Drive Day in Victoria. The ticket includes access to the Mercedes-Benz Drive Day, including full day catering and beverages. Valued at \$4500.00 including GST.
  - (b) Accommodation: Interstate winners (excluding Victoria) will be provided with one night accommodation in Melbourne valued at up to \$400 including GST ("the Accommodation"). Accommodation is subject to availability at time of booking. The winner will be required to present their own credit card and identification at the time of accommodation check-in. Accommodation and transfers will be available for Regional Victorian winners.
  - (c) Return flights: Interstate winners (excluding Victoria) will be provided with a return flight from the nearest Capital city to Melbourne to attend the Mercedes-Benz Drive Day. Flights are valued up to \$1500 including GST.
  - (d) Vehicle transfers: interstate winners and Victorian Regional winners will be provided with vehicle transfers to and from the Mercedes-Benz Drive Day. The pick-up and drop off point will be to and from the accommodation.
  - (e) Date of the Drive day will held in 2020, date to be determined by the Promoter at its sole discretion.
  - (f) Total prize pool is valued at up to approximately \$128,000.00 including GST.
13. The Promoter reserves the right to refuse to allow an eligible participant to take part in any or all aspects of the promotion, including winning any prize for the promotion, if it determines in its absolute discretion, that a participant is not in a legal position or mental or physical condition necessary to be able to safely participate in the taking of the prize, or is otherwise unsuitable by reference to the entrant's conduct on social media or other public conduct, including engaging in abusive, anti-social or inappropriate behaviour that may negatively impact on the reputation of the Promoter.
14. The prizes are subject to the standard terms, conditions and warranties applicable to each prize and service provider.
15. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result.

16. If an entry is invalid as determined by the Promoter at its absolute discretion, that entry will be discarded and the prize will be awarded to the next valid entry.
17. In the event of a prize not being claimed, the winning entry/s will be deemed not to fulfil the entry requirements and the promoter may, subject to relevant state authorities conduct further draw/s as are necessary to distribute the prize/s. Date of unclaimed prize draw is the 7<sup>th</sup> April, 2020, time and place as the first draw. The winners will be notified via phone and/or email and name/s will be published on [www.tradecub.mercedes-benz.com.au](http://www.tradecub.mercedes-benz.com.au) from the 14<sup>th</sup> April, 2020 for 30 days.

## **RISK WARNING**

18. Motor racing is a dangerous recreational activity. Participation (including passive participation or attendance) involves a significant risk of harm and other obvious risks (including but not limited to obvious risks such as accidents, collisions, technical and mechanical failures, weather and Track conditions and obstacles) which may materialise and result in property damage, direct and/or indirect loss, personal injury (physical and mental injury) and/or death to the participant, other track users, passengers, instructors, pedestrians, attendees, Event staff and officials and spectators.
19. ENTRANTS ARE REMINDED AND AGREE, ACCEPT AND ACKNOWLEDGE THAT MOTOR RACING, AND CERTAIN ACTIVITIES ASSOCIATED THEREWITH (INCLUDING, WITHOUT LIMITATION, PARTICIPATION IN THE PRIZE) ARE DANGEROUS AND ACCIDENTS CAN HAPPEN.

Entrants are warned that there is a possibility of an accident causing injury, death or property damage or loss and participation in the prize is at the entrants' own risk.

Entrants acknowledge that the risks associated with participating in the prize include but are not limited to the risk of suffering harm as a result of cars (or parts of them) colliding with other cars, persons or property. Entrants acknowledge that participating in the Prize has a degree of danger and, to the extent permitted by law (in particular section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic) and section 139A of the Competition and Consumer Act 2010 (Cth)), hereby exclude, release and forever discharge the Australian Grand Prix Corporation ("AGPC"), the Crown in right of the State of Victoria, the Minister administering the Act, the Minister administering the Crown Land (Reserves) Act 1978 (Vic), Federation Internationale de l'Automobile, Formula One World Championship Limited, Formula One Marketing Limited, Formula One Hospitality and Event Services Ltd, Formula One Management Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Confederation of Australian Motor Sport Ltd, Parks Victoria, State Sport Centres Trust, APP Corporation Pty Limited, AGPC sponsors and all other persons involved in the organisation, conduct and promotion of the event and prize including officials, marshals, rescue and medical staff, the competitors and drivers (such parties to include where relevant all directors, officers, employees, agents, contractors and affiliated companies and their respective personnel) ("Associated Entities") from all liability for claims, loss, damage, costs or expenses arising from any personal injury or death (whether arising from negligence (but excluding gross negligence) or otherwise), arising from or connected with participation in Recreational Services (as defined below) including the prize (or any element of the prize) and attendance at the event.

To the extent permitted by law (in particular section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic) and section 139A of the Competition and Consumer Act 2010 (Cth)), entrants acknowledge that, to the extent to which they participate in the prize in:

1. a sporting activity or similar leisure time pursuit; or
  2. an activity that:
  3. involves a significant degree of physical exertion or physical risk; and
  1. is undertaken for the purposes of recreation, enjoyment or leisure,
- (Recreational Services), including, without limitation, participation in the prize, the Associated Entities do not make any warranty that the Recreational Services including the prize, will be provided with due care and skill or that any materials provided in

connection with the Recreational Services, including the prize, will be fit for the purposes for which they are supplied. Entrants acknowledge that, to the extent that any warranty is implied it is excluded to the full extent permitted by law.

**WARNING:** If you participate in these activities your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 (Vic) if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in these Terms and Conditions.

**NOTE:** The change to your rights as set out in this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Australian Consumer Law and Fair Trading Regulations 2012.

For the purpose of this condition 39 "the supplier" will mean and include the Associated Entities.

Without limiting any other release or limitation of liability contained in these Terms and Conditions, the Associated Entities will not be liable for any indirect or consequential loss suffered by any entrant caused by any acts or omissions of the Associated Entities, their directors, employees, agents and contractors arising out of or in relation to the Prize.

Nothing in this condition 39 or these Terms and Conditions generally affects your rights under the Competition and Consumer Act 2010 (Cth), Australian Consumer Law and Fair Trading Act 2012 (Vic) or similar legislation regarding implied conditions and warranties to the extent that such implied conditions and warranties cannot be excluded by law.

## **GENERAL TERMS AND CONDITIONS**

20. Information on eligibility, how to enter, prizes and draw form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions, and the Attendance Conditions to the Event available at [www.tradecub.mercedes-benz.com.au](http://www.tradecub.mercedes-benz.com.au)
21. Entrants are responsible for ensuring that any information provided as part of their entry is complete and correct. Incomplete, incorrect, indecipherable, illegible or late entries will be invalid.
22. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event that they are a winner (including photograph, video, and/or audio recording) 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. Winners must produce proof of identity, age, driver's licence and place of residence and may be required to sign a legal release and indemnity in a form determined by the Promoter in its absolute discretion. 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.
24. 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 and to the 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.
25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees under the Competition and Consumer Act 2010 (Cth) or similar consumer protection laws in the States and Territories of Australia ("Non- Excludable Guarantees"). Except for any liability that cannot be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury and any loss or damage (including loss of opportunity), whether direct, indirect, special, contingent or consequential, arising in any way out of the following: (a) the promotion; (b) any technical difficulties, equipment malfunction, access to or availability of websites and applications (whether or not under the Promoter's control); (c) any fraud, theft, unauthorised access or third party interference; (d) 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; (e) any variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) taking or use of all or part of a prize (including without limitation any loss, damage, injury or death resulting from an accident).

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 agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information which will be handled in accordance with the Promoter's Privacy Policy available at [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au). Entrants can request access and correction of their personal information, information on how to do this is included in our privacy policy.

26. If the entrant has consented (opted-in) to receive electronic commercial messages from the Promoter, the Promoter may, for an indefinite period, unless and until otherwise advised by an entrant to the contrary (e.g. through the use of an unsubscribe facility), use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic commercial messages (e.g. email, SMS, MMS and IM) or telephoning the entrant.
27. All entries become the property of the Promoter (including any intellectual property in an entry) and will not be returned.
28. The entrant releases and agrees to keep the Promoter indemnified and held harmless from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by the Promoter arising out of the entrant's: (a) participation in the promotion; (b) taking or use of all or part of a prize; and (c) any claim by a third party arising from an act or omission by the entrant.
29. The Promoter is not liable for any failure to comply with these Terms and Conditions. If a provision in these Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions, and the rest of these Terms and Conditions remains in full force and effect.
30. These Terms and Conditions constitute the entire agreement between the entrant and the Promoter as to its subject matter. The Promoter's decision regarding all aspects of this promotion is final and no correspondence will be entered into.
31. FUCHS LUBRICANTS (AUSTRALASIA) PTY LTD is the sponsor of this promotion.
32. Neither the Accommodation provider nor the airline selected by the Promoter is a participant in or a sponsor of this promotion
33. The Promoter is Mercedes-Benz Australia/Pacific Pty Ltd (ACN 004 411 410) of 44 Lexia Place, Mulgrave, Victoria, 3170. LMCT 6776.

Permit numbers: NSW LTPS/19/36474    ACT Permit: ACT TP/19/03815  
SA Licence: T19/1209