

Competition Terms and Conditions

Game of Chance

Hertz 1 Million Points Promotion

A. General

1. Information on how to enter this Promotion, mechanics of entry and prize form part of these Competition Terms and Conditions. Entry into this Promotion is deemed acceptance of these Competition Terms and Conditions by each Entrant.
2. The Promoter is Hertz Australia Pty Ltd (ACN 004 407 087) of 105 York Street, South Melbourne, VIC 3205
3. Entry is open to current Velocity Frequent Flyer members aged 21 years and over, residing in Australia who book a rental car with Promoter between 00:01 am AEST 22nd August 2024 and 11:59 pm AEST 24th September 2024 (Promotion Period), and collect the car for travel between 00:01 am AEST 22nd August 2024 and 11:59 pm AEDT 30th November 2024 (**Travel Period**) and earn Velocity Points in accordance with the terms and conditions on the Velocity Frequent Flyer website at (**Entrants**). The Promoter is Hertz Australia Pty Ltd (ACN 004 407 087) of 105 York Street, South Melbourne, VIC 3205 (**Promoter**).
4. The directors, officers, management and employees (and their immediate families) of Hertz Australia Pty Ltd, Virgin Australia Airlines Pty Ltd ("Virgin Australia") and Velocity Frequent Flyer Pty Ltd, and their associated franchisees, agencies and companies are not eligible to enter this Promotion.
5. The Promotion commences at 00:01 am AEST on 22nd August 2024 and ends at 11:59 pm AEST on 24th September 2024.

B. Entry

6. To enter the Promotion, Entrants must:
 - a. book an eligible rental vehicle with the Promoter via www.virginaustralia.com or velocityfrequentflyer.com or <https://www.hertz.com.au/> (**Sites**) between 00:01 am AEST on 22nd August 2024 and 11:59 pm AEST on 24th September 2024. An eligible rental vehicle includes any Promoter vehicles available to book via the Sites during the travel period (**Eligible Rental**);
 - b. be a current Velocity member and provide their Velocity membership name and number at the time of the booking; and
 - c. be the named driver of the car rental agreement.
7. One (1) Eligible Rental equates to one (1) valid entry. There is no limit to the number of entries per Entrant for the duration of the Promotion Period.
8. Entries will be deemed accepted at the time the Entrant collects the booked rental vehicle and not at the time of booking. Entries received will be considered final by the Promoter. If a booking is cancelled or refunded at any time then the entry or entries will be deemed invalid. Illegible, incomprehensible and incomplete entries will be deemed invalid. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
9. If you enter the Promotion but no longer wish to participate, please email: ausonline@hertz.com and you will be removed from the Promotion.
10. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.

C. Drawing Winners

11. The draw will be conducted at 3:00 pm AEDT on 5th December 2024 at the Promoter's **Head Office at 105 York Street VIC 3205 (Initial Draw)**. The draw method is an electronic draw using the TPAL Electronic Draw System (**Draw Method**).

12. The Winner will be notified within seven (7) days from the draw date, by phone and email where further contact information and details will be requested including, but not limited to, full name, phone, email, and address. The Winner has three (3) months from when they are notified to claim the prize. Within seven (7) days after the draw, the last name, first initial, postcode and state of a winner (**Winner**) will be announced on www.hertz.com.au/rentacar/competition-winners and experience.velocityfrequentflyer.com/.
13. If a Prize is not claimed within three (3) months of when the winner was notified, a redraw will be conducted (Redraw). If required, the Redraw will be conducted on 12th March 2025 at the same time and place as the Initial Draw, using the same Draw Method.
14. A replacement Winner will be notified by phone and email seven (7) days after the draw. Within seven (7) days after the prize has been claimed by the replacement winner, the last name, first initial, postcode and state (**Winner**) will be announced on www.hertz.com.au/rentacar/competition-winners and experience.velocityfrequentflyer.com/. Once a replacement winner is selected the original Winner will have no claim to the Prize.
15. Entries not fully complying with these Competition Terms and Conditions may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these Competition Terms and Conditions, the entry will be discarded and the relevant Prize will be re-awarded in accordance with the relevant clause of these Competition Terms and Conditions as if the discarded entry had not been received.
16. The use of automated entry software or other mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by the Entrant invalid.
17. All decisions of the Promoter are final and no discussions or correspondence will be entered into.
18. This is a game of chance and skill plays no part in determining the outcome.

D. Prize

19. There is one (1) Prize to be won. The Prize consists of 1,000,000 Velocity Frequent Flyer Points.
20. The maximum total Prize pool value is \$39,760 AUD (including GST). The Prize is not exchangeable and cannot be taken as cash.
21. The Velocity Frequent Flyer Points will be credited to the Winner's Frequent Flyer account by 25th March 2025 or in the case of a re-draw by 1st August 2025.
22. Use of Velocity Frequent Flyer Points is subject to the Velocity Members Terms and Conditions, which are located on the Velocity Frequent Flyer website at <https://www.velocityfrequentflyer.com/content/TermsConditions/>.
23. To be eligible to accept the Prize, the Winner must have fully complied with the entry process in Clause 5.
24. The Prize may be redeemed for goods and services that are purchasable using Velocity Frequent Flyer Points. The Velocity Frequent Flyer Points will be allocated to the Velocity Frequent Flyer Member's account only. Value is based on a sample of the Velocity Frequent Flyer Points options that could be obtained by redeeming the Prize through the Velocity Frequent Flyer Points program at the time of this Promotion (as more fully defined in the terms and conditions of the Velocity Frequent Flyer Points program which can be viewed at www.velocityfrequentflyer.com). The estimate of value is provided for the purposes of licensing this promotion only – the value of the Velocity Frequent Flyer Points will vary depending on how and when they are redeemed by the Winners through the Velocity Frequent Flyer Points program.

The Velocity Frequent Flyer Points can be redeemed through the Velocity Frequent Flyer Points program in several ways, in accordance with the terms and conditions of the Velocity Frequent Flyer Points program and Velocity Frequent Flyer store.
25. The Promoter, its agents and associate companies are not responsible for and exclude all liability (including negligence), for any variation in the Prize value to that stated in these Terms and Conditions.

E. Contacting the Entrant

26. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
27. By accepting the Prize, Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the Prize, including but not limited to, being interviewed and photographed. Winners will not be entitled to any fee for participating in these activities.

F. Intellectual Property

28. The Promoter may want a Winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the Prize to a Winner, the Winner permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the Prize to appear in any media whatsoever throughout the world for an unlimited period and the Winner will not be entitled to any fee for such use.
29. The Promoter reserves the right to request that a Winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a Prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the Prize in whole and no substitute will be offered.

G. Tax

30. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by a Winner, an Entrant or their employer in regards to any connection with participating in the Promotion or the receipt or use of any Prize.
31. Winners will be required to pay any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the Prize.
32. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a Prize.
33. The Promoter does not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the Prizes.

H. Legal

34. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Competition Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion.
35. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Competition Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
36. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to any written direction given under State Regulation.
37. 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 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any Prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or Prizes; and (iv) acceptance and/or use of any Prize (including but not limited to any component of a Winner's trip).
38. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Competition Terms and Conditions, or engaged in any unlawful or other improper

misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

39. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
40. The Promoter will be disclosing personal information to Velocity Frequent Flyer Pty Ltd (**Velocity**) and its related companies for the purpose of providing the Prize to the Winner. If Velocity cannot collect the Winner's personal information, it will not be able to provide the Winner with a Prize. Velocity may also disclose your personal information to and/or collect your personal information from its related companies (including Velocity Rewards Pty Ltd) and third parties who provide (or help the Velocity provide) products and services. Velocity may disclose your personal information to persons or organisations located in overseas countries, as described in the Velocity's Privacy Policy (<https://www.velocityfrequentflyer.com/content/Privacy/>). Velocity's Privacy Policy also states how you can seek to access or correct your personal information and how to make a privacy complaint. You can contact the Virgin Australia Group Privacy Officer at privacy@virginaustralia.com. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent. The Promoter is bound by the Australian Privacy Principles (APPs) in the *Privacy Act 1988* (Cth) and by entering the competition, the Entrant is taken to consent to the Promoter's privacy policy which contains information, among other things, about how the Entrant may access personal information that is held by the Promoter about them and seek correction of such information. See <https://www.hertz.com/rentacar/privacypolicy/index.jsp?targetPage=privacyPolicyView.jsp>. The Promoter generally does not give an Entrant's personal information to anyone outside of Australia.
41. You consent to the Promoter using your personal information for future promotional and marketing purposes regarding the Promoter's products and services, including contacting the entrant via SMS and email messages (and you consent to receiving such messages from the Promoter). Information on how to opt-out from these messages is set out in the Promoter's Privacy Policy.
42. Entrant's personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
43. Except for any liability that cannot be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to an Entrant for, and the Entrant waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:
 - a. any act or omission of an Entrant;
 - b. any breach of these Terms & Conditions by the Entrant;
 - c. any personal injury or death or property loss or damage;
 - d. claiming the Prize;
 - e. use of the Prize in any way;
 - f. any theft of any Prize or unauthorised access or third party interference in the Promotion;
 - g. any entry or Prize claim that is late, lost, altered, damaged, delayed, corrupted or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - h. any tax liability incurred by a winning Entrant; or
 - i. except to the extent such liability was caused or contributed to by the Promoter's negligent act or negligent omission.
44. **Currency:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
45. **Jurisdiction:** These Terms and Conditions are governed by the laws of Victoria. Entrants submit to the jurisdiction of the courts of Victoria.
46. **Permits/Authority:** Authorised under permit numbers are:

- i. NSW Authority Number: TP/XXXXX
- ii. ACT Permit Number: TP XX/XXXXX
- iii. SA Permit Number: TXX/XXX