

COMPETITION TERMS AND CONDITIONS

Important

A Winner may incur costs and expenses associated with their participation and utilisation of a Prize. Read these Terms and Conditions for more information or contact the Promoter with any questions you may have.

1. Name of competition

1.1. The name of this competition is:

"Hertz Drive for Less, Win for More" ("**Competition**").

2. Promoter and Prize Supplier

2.1. Hertz Australia Pty Ltd ACN 004 407 087/ABN 31 004 407 087) of Level 1, 105 York Street, South Melbourne VIC 3205, Australia, is the promoter and prize supplier of this Competition ("**Prize Supplier**"/"**Promoter**"). To contact the Promoter please email customercareau@hertz.com or telephone the Promoter's customer service line on 1800 550 078

3. Conditions of Entry

3.1. The entrant agrees and acknowledges that they have read the Competition Terms and Conditions of entry and any Schedules or Annexures to them ("**Conditions of Entry**") and that by entering this Competition they are deemed to have accepted these Conditions of Entry.

3.2. Conditions of Entry are subject always to applicable consumer protection laws and none of these Conditions of Entry are intended to exclude, restrict or modify any right or remedy under law.

5. Competition Period

5.1. The Competition is open for entry by Eligible Entrants from: 00:01am (AEST) on 1 May 2025 and ends at 11:59pm (AEST) on 30 June 2025 ("**Competition Period**").

5.2. The Promoter reserves the right to extend the Competition end date at any time (subject to regulatory approval). The Promoter will use all reasonable endeavours to publish such a change at <https://offer.hertz.com/offers/index.jsp?targetPage=Hertz-Welcomes-AAA-Australia.jsp>

6. Who may enter the Competition?

6.1. The Competition may only be entered during the Competition Period by Eligible Entrants (as defined in clause 6.2. below.

6.2 Eligible Entrants	6.3 The following are not eligible to enter the Competition
<p>To enter this Competition, a person must be an Eligible Entrant, meaning that the person must satisfy <u>all of</u> the following criteria:</p> <ul style="list-style-type: none"> - At the time of entry, the person is a member of one of the Automobile Clubs, as defined below. - At the time of entry, the person is age 21 or over. - At all times at and from the time of entry, the person is an Australian resident and maintains a Non-Provisional Drivers Licence; and <p>(a person who satisfies all of the above criteria is an “Eligible Entrant”).</p>	<ul style="list-style-type: none"> - Persons who are not Eligible Entrants under Clause 6.2; - Directors, officers, management and employees (and their immediate family members) of any Entity mentioned below.

Reference to a “**Automobile Club**”, is a reference to one of the following automobile associations owned or operated by one of the following Entities:

Entity	Automobile Club
Automobile Association of Northern Territory Inc (ABN 13 431 478 529)	“ AANT ”
Royal Automobile Association of South Australia Inc (ABN 90 020 001 807)	“ RAA ”
RAC Travel Services Pty Ltd (ABN 17 009 164 176)	“ RAC ”
RACQ Operations Pty Ltd (ABN 80 009 663 414)	“ RACQ ”
The Royal Automobile Club of Tasmania Ltd (ABN 62 009 475 861)	“ RACT ”
RACV Sales and Marketing Pty Ltd (ABN 11 005 258 702)	“ RACV ”

7. What must an Eligible Entrant do to enter a Competition?

7.1. To enter the Competition, Eligible Entrants must complete all of the following steps during the Competition Period.

STEPS TO ENTER	
1.	Make a Hertz Car Rental reservation during the Competition Period either through the dedicated Automobile Club website, or on Hertz.com.au using the relevant Corporate Discount Programme Number and Automobile Club Member Number. ‘Corporate Discount Programme Number’ means a dedicated number that qualifies the Eligible Entrant for a discount on the rental. ‘Automobile Club Member Number’ is a unique number that identifies which Automobile Club a customer is from and their membership to such Club
2.	Collect the Hertz rental vehicle under the reservation made in accordance with the above, prior to 11:59pm AEST 31 st July 2025.

7.2 Unlimited entries per Eligible Entrant are permitted as long as the above Steps to Enter are completed. No responsibility is accepted for any entries that are incomplete, late, lost, misdirected or not received by the Promoter within the Competition Period.

8. The Prizes

8.1 Please refer below to the below **“Table of Prizes”**.

Table of Prizes

Prizes	Prize Description	Number of Prizes Available	Prize Distribution	Value per Prize
Major Prize: “Polestar 2 Giveaway”	Winner receives ownership of Polestar 2, in accordance with these Conditions of Entry.	1	Only 1 Eligible Entrant may win this Prize.	\$75,400.00
Minor Prize: “Polestar 2 Experience”	Winner receives prize of being entitled to use a Polestar 2 for up to 12 months in accordance with these Conditions of Entry.	6	1 Polestar 2 Experience per Automobile Club.	\$69,535.00

9. Prize Terms and Conditions

- 9.1. Each Winner will receive a maximum of one (1) Prize of the “Table of Prizes”.
- 9.2. The aggregate value of all Prizes mentioned is \$492,610.00. The Prize Value ascribed in the Table of Prizes is based on the recommended retail value of the prizes (inclusive of GST) as at the date of publishing these Conditions of Entry.
- 9.3. The Promoter accepts no responsibility for any variation in the value of the Prize after the date of publication of the Conditions of Entry.
- 9.4. A Prize can only be won once by the same Eligible Entrant.
- 9.5. Neither the Prize as a whole, or any component of it, is exchangeable or redeemable for cash and must not be sold or exchanged by Winner whether for consideration or otherwise.
- 9.6. The Winner shall not be entitled to the proceeds of any insurance policy that the Promoter retains or receives in respect of this Competition.
- 9.7. If the Prize (or any part of the Prize) becomes unavailable, cancelled, delayed or is interrupted, due to the act or omission of another person or entity or to some cause beyond the Promoter’s control, the Promoter shall not be required to provide an alternative prize or be liable to pay compensation to the Winner.
- 9.8. Specific Terms and Conditions apply to each Prize in addition to the Conditions of Entry of general application.

10. Prize Terms and Conditions (Polestar 2 Experience Specific)

- 10.1 A Winner of a Polestar 2 Experience shall receive from the Promoter a maximum of 1 x Polestar 2 for the Winner to use in accordance with these Conditions of Entry, during the Polestar Prize Period (see further clause 10.2, below).
 - (a) **Condition:** The Polestar 2 shall be in a “used”, but roadworthy and safe condition.
 - (b) **Specifications:** the Polestar 2 will be 1 x vehicle of the Polestar 2 category, of any specifications and/or colour, that the Promoter determines in good faith (outcome of determination will be impacted by availability of particular model, specifications, and colours, the location of the Winner, and good faith discussions between the inner and the Promoter following the draw). Any Polestar 2 will be an ex-Hertz rental vehicle;
 - (c) **Accessories:** the Polestar 2 will be provided with maximum of: one (1) access card/fob (**Key**) and 1 set of charging cables (**Charging Cables**).
 - (d) The Winner will be responsible for the costs of charging the Polestar 2 during the Polestar Prize Period.
 - (e) **Insurances:** Promoter will pay for registration, and comprehensive insurance of the Polestar 2.

- (f) **Scheduled Maintenance and repair:** Promoter will pay for all scheduled servicing in accordance with the manufacturer's requirements, and any repair or replacement of parts of the Polestar 2 if necessary to keep roadworthy status and that arise as a result of the Winner's use of the Polestar 2 in a manner that is not contrary to these Conditions of Entry.
- (g) **Ownership:** The Winner does not win ownership of the Polestar 2. At all times, including the Polestar Prize Period, the Promoter retains title (ownership) to the Polestar 2.

10.2 Meaning of the "Polestar Prize Period"

- (a) The Polestar Prize Period is the period of time that the Winner will be provided the Polestar 2 for. The Polestar Prize Period is a period of time that commences on the date that the Winner takes possession of the Polestar 2 (**Commencement Date**) until the **End of the Polestar Prize Period**, being the date on which the first of the following occurs:
 - (i) the Polestar 2 is stolen;
 - (ii) the Polestar 2 is involved in an accident in which damage (to persons or property) results (irrespective of whether the Winner is at fault);
 - (iii) the date on which the Promoter (acting reasonably) informs the Winner that they are to return, or make available for collection, the Polestar 2 to it because of a breach of these Conditions of Entry;
 - (iv) the date on which the Promoter collects the Polestar 2 as contemplated in these Conditions of Entry.
 - (v) the date on which the Winner can no longer lawfully operate a vehicle, including for reasons associated with a cancellation or suspension of their driver's licence;
 - (vi) the date on which the Winner returns the Polestar 2 to the Promoter and informs the Promoter that they no longer want it; or
 - (vii) the date that is twelve (12) months from the Commencement Date.
- (b) The Polestar Prize Period shall not exceed 12 months and the Polestar Prize Period shall be taken to include any time associated with temporary unavailability of the Polestar 2 due to servicing, maintenance, and/or manufacturers recall (if any).
- (c) The Winner must at all times, including on taking possession of the Polestar 2, throughout the Polestar Prize Period, and any other times that they operate the Polestar 2:
 - (i) pay for costs and amounts in accordance with these Conditions of Entry; and
 - (ii) maintain, and keep current, at their and expense, all appropriate licences or permits necessary for the Winner's lawful operation of the Polestar 2.
- (d) Without limitation to any other obligations of the Winner in these Conditions of Entry, if at any time before taking possession of the Polestar 2, or during the Polestar Prize Period, the Winner's driver's licence is suspended or terminated, the Winner must not operate the Polestar 2, and must as soon as practicable, notify the Promoter of such a development and take direction from the Promoter as to the appropriate next steps.

(e) During Polestar Prize Period:

(i) the Winner **must**:

- (i) maintain, at their and expense, all appropriate licences or permits necessary for the Winner's lawful operation of the Polestar 2;
- (ii) pay for all tolls, parking charges, cleaning fees, fines and infringements incurred in relation the use of the Polestar 2 (except for if these were incurred by the Promoter);
- (iii) only use the Polestar 2 for private, personal use and not for the transport of any persons in exchange for any payment whatsoever;
- (iv) ensure that they are the only person to operate the Polestar 2 and that such operation is in accordance with all applicable laws, and only as permitted in accordance with these Conditions of Entry;
- (v) ensure that the Polestar 2 is driven and operated only on roads that are safe, properly sealed, metalled or gravelled, and not prohibited under **Schedule 1**;
- (vi) ensure that the Polestar 2 is not driven in any Prohibited Places or Roads as specified in **Schedule 1**,
- (vii) ensure that no occupant smokes in the Polestar 2;
- (viii) make the Polestar 2 available for servicing or repairs (scheduled or as necessary), as per the reasonable directions of the Promoter from time to time;
- (ix) maintain the battery in the Polestar 2 between 20% and 90% capacity;
- (x) if any of the following occurs, follow the relevant procedure set out in the "**Incident Procedure in Schedule 2**":
 - 1. a breach of these Conditions of Entry occurs;
 - 2. the Winner's driver's licence is cancelled or suspended;
 - 3. the Polestar 2:
 - 4. breaks down, malfunctions, or appears to be operating irregularly; or
 - 5. is involved in an accident;
- (xi) cooperate with the Promoter and any insurer to provide any and all necessary information for the purpose of the insurer paying any claim;
- (xii) the Polestar 2 or any accessories provided with it (such as cables and access cards) are damaged or lost (including through theft);
- (xiii) ensure that only the Charging Cables provided by the Promoter, or otherwise approved by the manufacturer or the Promoter, are used for charging; and

- (xiv) pay for all costs and expenses associated with charging the Polestar 2, including any portion of an electricity bill imposed on the Winner that is associated with charging the Polestar 2.
- (ii) The Winner **must not**:
 - (i) be at fault in an accident that damages the Polestar 2;
 - (ii) deliberately, and must take reasonable steps to ensure that someone else does not deliberately, cause damage to the Polestar 2 or any Accessories provided with it;
 - (iii) transfer the registration to their own name or to another person;
 - (iv) provide for use, sell, or rent the Polestar 2 to any person;
 - (v) modify or service the Polestar 2 other than as directed or approved by the Promoter in writing;
 - (vi) encumber, or allow for a security interest to be taken (whether registered or not), over the Polestar 2, including under the *Personal Property Securities Act 2009* (Cth);
 - (vii) use the Polestar 2 to tow any load or haul any hazardous materials;
 - (viii) allow the Polestar 2 to be used for any race or contest; or
 - (ix) not carry more passengers than may be properly accommodated by the seat belt restraints in accordance with applicable laws;
- (f) Within no longer than seven (7) days following the date that is the End of the Polestar Prize Period, the Winner must, (to the extent that such is able to be done in the circumstances depending on the event giving rise to the End of the Polestar Prize Period), do the following :
 - (i) The Winner must make available to the Promoter, the Polestar 2, the Keys, and the Charging Cables, in a condition that is similar to the condition in which these were provided to them (allowing for “**Fair Wear and Tear**” under Schedule 4);
 - (ii) The Winner must provide the Promoter a full and frank disclose of any loss or damage of the Polestar 2, the Keys, and or the Charging Cables;
 - (iii) The Winner must remove all items that may be considered the personal property of the Winner or any other person that occupied the Polestar 2 during the Polestar Prize Period;
 - (iv) The Winner must log out of any applications that they, or an occupant, had not already signed out of prior to providing the Polestar 2 back to the Promoter;
 - (v) The Winner must participate in any publication, including any photoshoot, relating to the Competition, if requested by the Promoter.

- (vi) The Winner must pay for loss of, or any damage to, the Polestar 2, provided by the Promoter (unless such loss or damage was pre-existing (i.e. present before the Winner took possession of the Polestar 2, or is “**Fair Wear and Tear**” under **Schedule 4**).

10.3 Consequences of Winner’s breach

- (a) If the Winner breaches these Conditions of Entry and such has resulted in loss or damage to the Promoter, or in respect of any components of the Prize, then:
- (b) the Promoter may notify the Winner that they must either refrain from any conduct, or take reasonable steps, to minimise or prevent such loss or damage;
- (c) in addition to, or instead of the requirements set out in 10.3(a), the Promoter may require that the Winner return or make available to the Promoter for its collection, the Polestar 2 (and all Keys and Charging Cables); and
- (d) the Winner must pay to the Promoter (or its nominee):
 - (i) if loss or damage caused or contributed to by the Winner is not covered by the comprehensive insurance policy held by the Promoter, or the Winner’s conduct (through act or omission) has resulted in that insurance policy being voided, then the amount payable shall be equal to the value of replacement or repair of the Prize component, or the actual loss or damage suffered by the Promoter.

11 Prize Terms and Conditions (The Polestar Giveaway)

11.1 The Winner of the Polestar Giveaway shall receive from the Promoter a maximum of 1 x Polestar 2 for the Winner to keep.

- (a) **Condition:** The Polestar 2 shall be in a “used”, but roadworthy and safe condition. The Polestar 2 provided shall be on an as is basis.
- (b) **Specifications:** the Polestar 2 will be 1 x vehicle of the Polestar 2 category, of any specifications and/or colour, that the Promoter determines in good faith (outcome of determination will be impacted by availability of particular model, specifications, and colours, the location of the Winner, and good faith discussions between the inner and the Promoter following the draw). Any Polestar 2 will be an ex-Hertz rental vehicle;
- (c) **Accessories:** the Polestar 2 will be provided with maximum of: two (2) keys (**Key**) and 1 set of charging cables (**Charging Cables**).

11.2 **Responsibility for costs and expenses:** The Promoter will pay for the Polestar 2 to be registered at the time of collection by the Winner, but shall not be liable for ongoing registration costs, insurance, financial consequences (including but not limited to any taxation liability (such as transfer duty) and/ or levy that may accrue to the Winner, any impact upon eligibility for or receipt of any pension, benefit allowance, superannuation or similar entitlement or any additional legal or other fees, including

insurances on or after the transfer registration and ownership of the Polestar 2) to the Winner as a result of winning the prize, or arising in connection with the Winner's entry into the Competition.

12. Cost and expenses associated with all Prizes

Except where indicated that the Promoter shall pay the costs and expenses, and subject to applicable laws, the Winner shall be responsible for all costs and expenses arising from Winner's utilisation and participation in all components of the Prize, including:

- (a) all taxes (excluding goods and services tax (GST)), which may be payable as a consequence of utilisation of the Prize;
- (b) the Winner's performance of all of its obligations under these Conditions of Entry; and
- (c) any loss or damage that arises from a breach by them of these Conditions of Entry delivery of, or the Winner's reasonable expenses incurred in collecting and returning the vehicle, where applicable, a Polestar 2

13 The Prize Draw

13.1. The Prizes will be drawn at 12pm (AEST) on 18 August 2025 at Level 1, 105 York Street, South Melbourne VIC 3205, Australia

13.2. The Prize will be drawn using random selection software.

13.3. The major prize will be drawn first to allow all Eligible Entrants an equal chance to win. The minor prizes will then be drawn by "Automobile Club". One minor prize is awarded per "Automobile Club".

13.4. The winners will be notified email and telephone within seven days of the prize draw. The Winner's details (last name, first initial and postcode) will be published at www.hertz.com.au/rentacar/Car-hire-deals/competition-winners by 5 September 2025.

13.5. If the Winner does not claim the prize and provide the requested further information by 1 September 2025, the Winner will be deemed to have resigned the Prize and the Prize will be considered unclaimed.

13.6. If necessary, an unclaimed prize draw will be held at 2pm on 2 September 2025 at the same location as the original draw.

13.7. All prizes must be collected by 30 September 2025 or prize will be void. The Promoter will try to the best of their ability to allocate an Eligible Winner by this date.

13.8. In the event of a dispute concerning the conduct of the Competition or claiming the Prize, Eligible Entrants or Winners (as the case may be) must contact the Promoter to attempt to resolve the dispute in good faith.

14. Use of Eligible Entrant's personal information

14.1. The Promoter will use and collect the Eligible Entrant's personal information, as defined by the Privacy Act 1988 ("**Privacy Act**"), to conduct and manage the competition, for promotional and marketing purposes (including for direct marketing), regulatory compliance, to communicate with the Eligible Entrant or to store data .

14.2. The Promoter is bound by the Australian Privacy Principles ("**APPs**") in the Privacy Act and by entering the competition, the Eligible Entrant is taken to consent to the Promoter's privacy policy which contains information, among other things, about how the Eligible Entrant may access personal information that is

held by the Promoter about them and seek correction of such information. For more information, please refer to the Promoter's [Privacy Policy](#).

- 14.3. When collecting and using Eligible Entrant's data in accordance with Clause 14.1, the Promoter may disclose and transfer such information to subsidiary, related companies and third parties, including but not limited to agents, contractors, service providers, and any company that The Promoter has partnered with to run and operate the Competition.
- 14.4. The transfer of personal information and other related data to organisations outside of Australia may take place for the purposes of data processing and storage.
- 14.5. The Promoter collects personal information about Eligible Entrant's to enable participation in this Competition, for the Promoter's marketing activities and for the other purposes set out at Clause 14.1, but no further use of an Eligible Entrant's personal information will be made without the prior consent of Eligible Entrants.
- 14.6. By entering the Competition, you consent to the Promoter and/or Prize Supplier retaining your personal information on its database to use for future marketing purposes including promotional, marketing, publicity, research and profiling purposes and contacting you by electronic messaging or telephone. By entering, you consent to receive email or SMS messages from the Promoter and/ or Prize Supplier. Information on how to opt-out from this message and/or membership is set out in the Promoter and/or Prize Supplier's Privacy Policy.
- 14.7. Eligible Entrants may access, change or update their personal information by contacting the Promoter via 'Contact us' under the respective Privacy Policy. The Privacy Policy also contains information about how individuals may access or correct personal information or make a privacy related complaint.
- 14.8. In the event that an Eligible Entrant, is a Prize Winner, the Eligible Entrant consents to the Promoter using their name, likeness, image or voice (or a combination of these) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed or supplied (or both) by the Promoter.

15. Limitations on Promoter Liability

- 15.1. The Winner has rights and remedies available to the Winner under the *Competition and Consumer Act 2010* (Cth) and consumer protection laws of Australian States and Territories ("**Australian Consumer Law**").
- 15.2. The Australian Consumer Law cannot be excluded, restricted or modified by the Promoter. These Conditions of Entry do not intend to exclude, restrict or limit those Australian Consumer Law and to the extent that they do exclude, restrict or limit the Australian Consumer Law, these Conditions of Entry shall be read down so as to give effect to the Winner's rights and remedies under the Australian Consumer Law. To the extent that it is permitted to do so, the Promoter (including its officers, employees, agents and contractors) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation for any:
- (a) Technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) Theft, unauthorised access or third-party interference;
 - (c) Eligible Entry 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) Tax implications.
- 15.3. If, for reason beyond the reasonable control of the Promoter, this Competition is not capable of running as planned, the Promoter reserves the right at its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.

- 15.4. The Promoter's liability for breach of a condition or warranty implied by law and which cannot be excluded is limited to either the re-supply of the services or the payment of the cost of having the services supplied again.

16. General

- 16.1. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or to amend these terms and conditions from time to time, subject to any directions from a regulatory authority and subject to law.
- 16.2. The Promoter not will be liable for any delay or failure to perform its respective obligations under this Competition if such delay or failure is caused or contributed to by a Force Majeure event. Force Majeure means any event or circumstances which is beyond a The Promoter's reasonable control including but not limited to, acts of God, fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of public enemy, war (whether declared or not) or other like hostilities, ionizing radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
- 16.3. Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Competition, to Australian dollars, AUD\$ or \$ is a reference to the lawful currency in Australia.

17. Permits

- 17.1. SA – [T25/634]

Schedule 1– Prohibited Places and Roads

The Polestar 2 must not be driven in any of the following places:

- through an automatic car-wash;
- through the snow;
- on a beach;
- on a racetrack;
- on an unsealed road (that is not a road only temporarily the subject of road works);
- on a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed);
- on fire trails, tracks, fields or paddocks; or
- on any of the following '**Prohibited Roads**'.

State /Territory	Prohibited Roads
Western Australia	Canning Stock Route Old Gunbarrel Hwy The Kalumburu track including but not limited to the Mitchell Plateau
South Australia	Strzelecki Track Oodnadatta Track Birdsville track
Northern Territory	Lost City in Litchfield Park Arnhem Land (including Central A During the dedicated wet season On the Jim Jim and Twin Falls in Kakadu National Park Tanami Road Gunbarrel Hwy Plenty Highway between Alice Springs and Boulia
Queensland	K'Gari (Fraser Island) Moreton Island North Stradbroke Island In the Weipa Region: North of Telegraph Road past Bramwell Junction Roadhouse, East of Telegraph Road and Peninsula Development Road, and South of Aurukun and the Archer River Roadhouse on Peninsular Development Road Bourke Development Road from Chillagoe to Normanton Cape York during the months from December to May inclusive Savannah Way from Normanton to Borroloola Bloomfield Track

Schedule 2 – Incident Procedure

Incident	Procedure to be followed by Winner	Important!
A breach of these Conditions of Entry occurs	<ul style="list-style-type: none"> a) Contact the Promoter as soon as possible following the breach; b) provide all information that the Promoter requests including all details of the breach and any loss or damage that occurred; <p>comply with the Promoter's directions.</p>	
The Winner's driver's licence is cancelled or suspended and they are no longer entitled to operate a vehicle, including the Polestar 2.	<ul style="list-style-type: none"> a) Contact the Promoter as soon as possible following the breach; b) provide all information that the Promoter requests including all details of the breach and any loss or damage that occurred; c) comply with the Promoter's directions. 	<p>If the Incident occurs and the Winner drives the Polestar 2, this will render the comprehensive insurance policy (otherwise paid for by the Promote) void.</p> <p>The Winner's liability for any loss or damage to third party property, and of the Polestar 2, will not be capped at the \$500 excess amount.</p>
Accident	<ul style="list-style-type: none"> a) Cease driving the Polestar 2 immediately; b) Contact emergency services if any person has been injured, or property damaged; c) If/when safe to do so, take photos of any damage to property, including other vehicles and the Polestar 2; d) if the accident involved another person, obtain the other driver's name, address, telephone number, insurance company details, drivers licence number, vehicle registration, vehicle make/ model and a copy of the police report if one has been created. e) Contact emergency services if any person has been injured, or property damaged; 	

	<p>f) Contact the Promoter as soon as possible following the breach;</p> <p>g) provide all information that the Promoter requests;</p> <p>h) comply with the Promoter's directions.</p>	
<p>the Polestar 2 or any accessories provided with it (such as Charging Cables or Keys) malfunction, are damaged or lost, or stolen</p>	<p>a) Cease driving the Polestar 2 immediately;</p> <p>b) If/when safe to do so, take photos of any issues;</p> <p>c) Contact emergency services if any person has been injured, or property damaged or stolen;</p> <p>d) Contact the Promoter as soon as possible following the breach;</p> <p>e) provide all information that the Promoter requests;</p> <p>comply with the Promoter's directions.</p>	

Schedule 3: Prize Value calculations

Prize	Basis of calculation of approx. value
Polestar 2 Experience	
	<p>Polestar 2: approximately \$69,535.00 - based on the approximate cost of a Polestar 2 one (1)-month rental with Hertz from Melbourne Airport location, multiplied by 12 months to create a year of Polestar 2 rental. Rates as of 18/03/2025.</p> <p>- Comprehensive insurance of a value of approximately \$100 per day (Incl GST) or annual value of \$36,500 (incl GST)</p> <p>Value includes scheduled maintenance and repair.</p>
Polestar Giveaway	
	<p>Determined by RRP of Polestar 2 ; \$75,400.00</p> <p>Inclusive of:</p> <ul style="list-style-type: none"> - Long Range Dual Motor - Premium Paint

Schedule 4- Fair Wear and Tear

The Winner will not be liable for loss or damage to the Polestar 2 and the Keys and Charging Cables, if that loss or damage constitutes: **“Fair Wear and Tear”**.

“Fair Wear and Tear” is:

- (a) minor damage or wear that is reasonable to expect by reasonable and normal use the Polestar 2, Key, or Charging Cables as permitted by these Conditions of Entry; or
- (b) as “included” in the second column of the table below.

“Fair Wear and Tear” is not:

- (a) loss or damage that results as a consequence of the Winner’s gross negligence or deliberate action;
- (b) loss or damage that results as a consequence of a breach of these Conditions of Entry; or
- (c) loss of damage that is “excluded” in the third column of the table below.

Category	Fair Wear and Tear Includes	Fair Wear and Tear Excludes
Dents	Dents of no more than 20 mm in diameter (excluding bonnets and roofs) where the paint surface has not been broken and there is no paint removal, paint cracking or flaking.	a. Dents of any diameter on bonnets, roofs, wheel arches, style lines, door sills or door edges; b. Multiple dents within a specific local area regardless of size; c. Any damage affecting or penetrating the paintwork.
Stone chips	Isolated stone chips to any panel up to 2 mm in diameter.	More than 5 stone chips to an isolated area.
Scratches	Light scratches: a. Not more than 20 mm in length and not more than 1 mm wide; b. No paint surface penetration; c. Can be polished out.	a. Any broken paint; b. Multiple scratches of any size; c. Dents of 20 mm in length or more in diameter.
Bumpers	a. Light scuffing or scratches:	a. Any damage to a textured bumper; b. Multiple stone chips of more than 5 to an isolated area.

	<p>i. Where there is no paint penetration;</p> <p>ii. Which are no more than 20 mm in diameter; and</p> <p>iii. Which can be polished out;</p> <p>b. Isolated stone chips up to 2 mm in diameter.</p>	
Wheels, wheel trims, tyres	Light scratches and scuffing up to 20 mm in length.	<p>a. Wheel trims or hubcaps that are cracked, broken, missing, mismatched or not the original wheel trim or hubcap;</p> <p>b. Alloy rims for standard vehicles that are cracked, buckled, gouged or mismatched or not the original rim;</p> <p>c. Alloy rims for prestige and collection vehicles if:</p> <p>i. A scuff mark is more than 20 mm in length;</p> <p>ii. The alloy rim is cracked, buckled or gouged; or</p> <p>iii. The alloy rim is mismatched or not the rim as originally supplied;</p> <p>d. Tyre tread and sidewall damage so that the tyre is unroadworthy e.g. cuts, bulges, gouges and abrasions, tyre misuse e.g. flat spots and burnouts;</p> <p>e. Replacement tyres that differ from those originally supplied.</p>
Windscreen, windows, lamps, and external mirrors	-	<p>Scratches, chipping, cracks, holes or damage to:</p> <p>a. The windscreen;</p> <p>b. Windows;</p> <p>c. Lamps; and</p> <p>d. External mirror lens.</p>
Upholstery, floors, carpets, dashboard, fascia, trim interior and vehicle cleanliness	Light marks that can be removed by vacuum or general cleaning; light scuffing or smears or regular day to day debris that is removable by general cleaning.	<p>a. Any permanent damage caused by harsh or corrosive materials;</p> <p>b. Tears, cuts, scratches, holes or burns;</p> <p>c. Any damage to the structure, shape or positioning of a seat;</p> <p>d. Hair from pets;</p> <p>e. Excessive soil, mud or sand (other than from regular day to day use);</p>

		<p>f. Evidence of smoking in the vehicle; g. Odours or foreign matter;</p> <p>h. Stains or marks that cannot be removed by general cleaning or require steam cleaning.</p>
Keys, accessories and equipment	Minor cosmetic damage that does not in any way affect the functionality of the keys, accessories or equipment.	<p>a. Loss or damage to Keys or Charging Cables</p> <p>b. Damage caused by incorrect fitting of accessories (snow chains, roof racks); Damage to aerials;</p> <p>c. Removal or damage to any item supplied with the vehicle (parcel shelf, tools, spare tyres, wheel trims, hazard triangles, first aid kits, GPS unit).</p>