

MOTORPASS & MOTORCHARGE PARK & WIN PROMOTION TERMS AND CONDITIONS

- 1 NSW Permit No. LTPS/10/06962
- 2 **The Promotion (outline)** – Subject to these conditions, if you park at a selected Secure Parking car park and pay for your transaction using a Motorpass or Motorcharge card, you will receive one entry into the prize draw.

3 **Some Important Terminology**

Promotion Period – means the period of time during which Motorpass and Motorcharge customers can use their cards to pay for parking in order to enter the promotion, namely from 26th July 2010 to 30th November 2010.

Prize Draw – means the prize that will be awarded to a Motorpass or Motorcharge card customer who has entered this promotion according to the “Method of Entry”. Please refer to the section headed “Prize Details” for further information.

Motorpass Card – Motorpass branded fuel card issued by Retail Decisions. Includes Motorpass, Motorpass Diesel, Daimler Trucks Motorpass Diesel and Motorpass Super Saver cards. For more information about Motorpass cards visit www.motorpass.com.au

Motorcharge Card – Motorcharge branded fuel card issued by Retail Decisions. For more information about Motorcharge cards visit www.motorcharge.com.au

Selected Car Parks – means a selection but not all Secure Parking car parks that accept Motorpass or Motorcharge cards as a method of payment. Selected car parks can be found at www.secureparking.com.au

- 4 **Promoter** – The Promoter of this Promotion is S & K Car Park Management Pty Ltd trading as Secure Parking (ACN 108 043 689) of Level 13, 100 Miller Street, North Sydney, NSW, 2060. You may contact us by phone on 1300 727 483 or via our website at www.secureparking.com.au. Prizes may be supplied by sponsors or other third parties.
- 5 **Who May Participate?** – This Promotion is open to Australian residents over the age of 18 years who are not employees of the Promoter or its related companies or members of their immediate families. “Immediate Family” means spouse, de-facto spouse, parent, natural or adopted child or sibling and whether living in the same household or otherwise.
- 6 **When Can You Enter** – This Promotion is open for entry during the Promotion Period. Entry is limited to one per parking transaction.

7 **Method of Entry**

All entries must occur during the Promotion Period or will be deemed invalid. Motorpass and Motorcharge card holders will receive one entry into the prize draw every time they pay for their parking transaction using their Motorpass or Motorcharge card.

Entry is limited to one entry per parking transaction.

8 **Prize Draws**

The prize draw will take place at 12pm on Monday December 6, 2010 at Secure Parking, Level 13, 100 Miller Street, North Sydney, NSW, 2060. Winners will be published on the Secure Parking website from 7 December, 2010.

9 **Prize Details**

One (1) winner will be randomly selected to receive a Secure Parking Advantage Parker card with \$1,000 preloaded credit.

The selected winner will be required to complete an Advantage Parker application to receive their prize. Prize is subject to approval of this application. Advantage Parker application will require proof of identity, reference checks and bank/credit card details. Any parking expenses

beyond the awarded prize value will become the responsibility of the card holder. Account must be linked to a direct debit bank account or credit card. Payments in cash or cheque will not be accepted. Monthly statements will be provided to the card holder to track parking usage. If the card holder wishes to cancel the Advantage Parker Card at any time, they may do so by contacting Secure Parking Accounts on 1300 727 483. Prize is valid for 6 months from date of issue. Any unused credit will be forfeited. Advantage Parker cards can only be used at selected Secure Parking car parks in Australia. Please visit www.secureparking.com.au for more details. Prize is not transferable.

10 The total prize pool is valued at up to \$1,000.00

11 Notification of the Prize Winner and Claiming of Prizes – We will make reasonable endeavours to contact the prize winner based on contact details supplied by Retail Decisions. The winner will be contacted by phone and notified in writing. The winner's name will be published on the Secure Parking website www.secureparking.com.au.

By entering the Promotion the winners consent to his/her name being published by us and to our use of using his/her name, likeness, image and/or voice (including any photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting us and our products.

All prizes will be delivered to the winners by either Secure Parking directly or through the promotional partners.

12 Verification of Winners – All prize winners will be subject to such identification and verification requirements as we may reasonably impose in order to prevent cheating within this Promotion.

13 Prizes Generally – No prizes are redeemable for cash in whole or part. No prize is transferable.

In the event that any prize is not available for any reason, we will, in our absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject (in the case of an unavailable prize) to the approval of the authorities that have issued permits for the conduct of the Promotion. We accept no other liability or responsibility for any loss incurred by an entrant or any third party in the event that any scheduled prize is unavailable for any reason.

The stated retail value of prizes is the recommended retail price of the item including GST at the time these conditions are first published.

Unclaimed Prizes Draw: Unclaimed prize draw will take place at Secure Parking, Level 13, 100 Miller Street, North Sydney, NSW, 2060 at 12pm on Monday February 7, 2011. Neither cash nor a substitute prize will be awarded in lieu of an unclaimed prize. Winners of the unclaimed prize draw will be contacted by phone and notified in writing. Names will be published on the Secure Parking website www.secureparking.com.au.

14 Cancellation of Promotion – If for any reason the administration, security, fairness, integrity or proper conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, or technical failures) we reserve the right to cancel, terminate, modify or suspend or recommence the Promotion. Any cancellation, termination, modification or suspension that relates to the Promotion will be subject to the approval of the authorities that have issued permits for its conduct.

15 Disqualification of Entrant - If an entrant tampers with, or subverts, the processes relating to participation in the Promotion, or may benefit from such tampering or subversion by any other person, we reserve the right in its sole discretion to disqualify that entrant.

16 Terms of Sale of Parking Products Unaffected - Nothing in these conditions varies any terms or conditions applicable to the supply of goods or services by us.

- 17 Limitation of Liability** - Nothing in these terms and conditions is intended to limit or exclude liability for breach of any statutory warranty or condition imposed by statute, including but not limited to the Trade Practices Act 1974 (Cwth). You may have rights under such legislation and those rights may prevail over any provision of these terms and conditions.

Subject to the foregoing and to the extent permissible by law we and our employees and agents will not be liable for:

- (a) personal injury, death, damage to or loss of property, financial loss, lost profit, or loss of opportunity or other economic loss arising from the act or omission of any person in the delivery, supply or use of the prize and whether the act or omission is deliberate, reckless, negligent or otherwise constitutes a tort, breaches any statutory duty or any contract;
- (b) any failure by any third party to provide a prize or to provide it as promised as a result of bankruptcy or entry into any other form of administration in insolvency;
- (c) any defect in any prize;
- (d) prizes damaged or lost in transit;
- (e) the consequences of late or misdirected mail, including but not limited to the consequence that you may not actually receive notice that you have won a prize;
- (f) the consequences of any fraud or cheating of any entrant or third person; or
- (g) loss of any kind caused by any event outside our reasonable control of, including but not limited to strikes and other industrial action, wars, acts of terrorism, natural disaster, inclement weather and acts of God

- 18 General** - We accept no responsibility for any tax liability incurred as a result of winning a prize. You must obtain independent tax and financial advice.

No responsibility is accepted for late or misdirected draw entries.

By entering and providing your contact details you consent to receiving electronic newsletters from us. All entrants will be given the opportunity to opt out if they do not wish to receive future communications.

Secure Parking may exercise discretion in regards to all aspects of this promotion.