Downtown Toyota's
TEST DRIVE TO WIN FREE FUEL FOR A YEAR*

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to private and bronze fleet/ABN customers who are Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by Downtown Toyota ("the Promoter") to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees (and their immediate families) of the Promoter, participating dealerships 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 1st cousin.
3. Promotion commences at 8:00am AEST on 02/09/2019 and ends at close of business on 30/09/2019 ("Promotional Period").
4. To be eligible to enter, entrants must test drive a new Toyota model with the New Vehicle Department at Downtown Toyota Morningside or Wynnum during the Promotional Period. Entrants must also complete an entry form.
5. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
6. 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.
7. The draw will take place at Downtown Toyota, 753 Wynnum Road, Morningside 4170 at 9:00am AEST on 09/10/2019. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by phone and mail within two (2) business days of the draw. The Promoter's decision is final and no correspondence will be entered into.
8. The first valid entry drawn from all entries received will win the prize of a $1,000 BP Fuel Card. This prize is not transferable or exchangeable. Issued by BP Australia Pty Ltd ABN 53 004 085 616. BP Fuel Gift Card terms and conditions apply. Please refer to https://www.bp.com/en_au/australia/products-services/gift-card.html for more details.
9. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
10. A draw for the prize if unclaimed may take place on 16/10/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, will be notified by phone and mail within two (2) business days of the draw.
11. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including 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 any products manufactured, distributed and/or supplied by the Promoter.
12. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest 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.
13. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
14. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
15. As a condition of accepting the prize, the winner (or their nominated parent or guardian in the event of a winner under the age of 18) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
16. 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. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
17. The Promoter is Servco Aust Morningside Pty Ltd trading as Downtown Toyota (ABN 29 127 812 604) of 753 Wynnum Road, Morningside, Queensland 4170 and 306 Tingal Road, Wynnum, Queensland 4178.

Privacy Statement

1. For our full Privacy Policy please see www.downtowntoyota.com.au/privacy-policy/ or a hard copy will be made available at no cost on request.
2. The kind of personal information we (being the Dealer and its related companies) hold is the information detailed in this entry form or otherwise provided by you, the customer.
3. When we collect hold, use and disclose personal information we do so only for certain purposes set out in our Privacy Policy.
4. Any query or access to your Personal information should be referred to at downtown@downtowntoyota.com.au
5. You authorize and consent to us collecting, using, storing and disclosing your personal information with and outside Australia in accordance with our Privacy Policy.