

CHERY MOTOR AUSTRALIA PTY LTD
Terms and Conditions of Entry for Chery “Test Drive to WIN”
Competition

COMPETITION OUTLINE

The Competition: Chery “Test Drive to WIN” Competition

Promoter: means Chery Motor Australia in its own capacity and as agent for the Dealers.

CHERY MOTOR AUSTRALIA PTY LTD
ACN: 662 958 205
Building F, Suite G.02 1 Homebush Bay Drive
RHODES NSW 2138 AUSTRALIA

Dealers:

ACM LIVERPOOL PTY LTD trading as McGrath Chery Liverpool
ACN: 121 604 055
411 Hume Highway, Liverpool NSW 2170

ALTO PENNANT HILLS PTY LTD trading as Alto Chery Pennant Hills
ACN: 003 477 647
320 Pennant Hills Road, Pennant Hills NSW 2120

Australian Automotive Group Pty Ltd trading as Rockdale City Chery
ACN: 088 817 912
295-297 Princess Highway, Arncliffe NSW 2205

Heartland Motors Pty Ltd trading as Heartland Chery Chullora
ACN: 096 561 385
220 Hume Highway, Chullora NSW 2190

Highland Kackell Pty Ltd trading as Lander Chery Blacktown
ACN: 121 805 785
37 Blacktown Road, Blacktown NSW 2148

Huntermotive Pty Ltd trading as Chery Ryde
ACN: 003 247 514
603 Victoria Road, Ryde NSW 2112

Inchurch Automotive Pty Ltd trading as Chery Parramatta
ACN: 137 048 474
291 Church Street, Granville NSW 2142

Kendrick Powersports Pty Ltd trading as Chery Northern Beaches
ACN: 618 892 256
770 Pittwater Road, Brookvale NSW 2100

MCM Sutherland Pty Ltd trading as Chery Sutherland
ACN: 121 606 808
499 Princes Highway, Sutherland NSW 2232

Paul Wakeling Motor Group Pty Ltd trading as Paul Wakeling Chery
Macarthur
ACN: 119 908 780
2 Yarmouth Place, Smeaton Grange NSW 2567

Western Region Automotive Pty Ltd trading as Sinclair Chery
ACN: 112 718 420
95 Great Western Highway, Kingswood NSW 2747

Period:

Start Date: 12.00am AEST on 5 February 2025

End Date: 5:00pm AEST on 31 March 2025

No entries shall be accepted after this time and date.

Verification Requirements:

To be eligible to take part in this Competition you must:

- (a) be an Australian resident;
- (b) be over the age of 18 years; and
- (c) have, within the Period, test driven a Chery Tiggo 4 Pro vehicle (**Eligible Vehicle**) at an Eligible Chery dealer located in New South Wales Australia, being one of the following dealerships:
 - a. Rockdale City Chery;
 - b. Heartland Chery Chullora;
 - c. Chery Northern Beaches;
 - d. Chery Parramatta;
 - e. Chery Ryde;
 - f. Chery Sutherland;
 - g. McGrath Chery Liverpool;
 - h. Alto Chery Pennant Hills;
 - i. Lander Chery Blacktown;
 - j. Sinclair Chery; and
 - k. Paul Wakeling Chery.

Collectively the '**Eligible Dealers**'; and

- (d) hold a current (not suspended or cancelled) driver's licence authorising you to drive a motor vehicle in NSW.

Entry Procedure:

To enter the Competition you must within the Period:

- (a) Read and agree to these Terms and Conditions;
- (b) Test drive an Eligible Vehicle at an Eligible Dealer; and
- (c) Submit your entry on the Chery "Test Drive to WIN" Competition landing page of the Dealer where the test drive took place by providing the details of the test drive (including the date, time and dealer at which the test drive was conducted). You must provide an answer to the following question in 25 words or less: "Visit an authorised Chery dealership in Sydney, test drive the all new Tiggo 4 Pro compact SUV and tell us what you loved most about the car".

Subject to the foregoing, the Entry Restrictions and the Terms and Conditions Schedule, each submission will constitute one **'Entry'**.

In submitting your entry to the competition landing page you authorise the Promoter to contact you via email about this Competition and any future promotions conducted by the Promoter.

The competition landing page for each Dealer is as follows:

- a. Rockdale City Chery
<https://www.rockdalecitychery.com.au/tiggo-4-competition/>;
- b. Heartland Chery Chullora
<https://form.jotform.com/250288067675063>;
- c. Chery Northern Beaches
<https://cherynorthernbeaches.com.au/tiggo-4-test-drive-to-win/>;
- d. Chery Parramatta <https://www.cheryparramatta.com.au/tiggo-4-test-drive-to-win/>;
- e. Chery Ryde <https://www.cheryryde.com.au/pages/test-drive-to-win-a-tiggo-4-pro>;
- f. Chery Sutherland <https://www.cherysutherland.com.au/chery-kiis-106-5/>;
- g. McGrath Chery Liverpool
<https://www.mcgrathcheryliverpool.com.au/tiggo-4-draw-feb-25/>;
- h. Alto Chery Pennant Hills
<https://altocherypennanthills.com.au/tiggo-4-test-drive-to-win/>;
- i. Lander Chery Blacktown
<https://www.landercheryblacktown.com.au/tiggo-4-draw-feb-25/>;
- j. Sinclair Chery <https://www.sinclaircherypenrith.com.au/test-drive-to-win-a-tiggo-4-pro/>; and
- k. Paul Wakeling Chery
<https://www.paulwakelingcherymacarthur.com.au/tiggo-4-test-drive-to-win>.

Entry Restrictions:

All entrants must satisfy the Verification Requirements listed above.

Only one (1) Entry is permitted in respect of each test drive conducted. If multiple submissions are made by an entrant with respect to the same test drive, the Promoter will use the first submission as the eligible entry (subject to this submission complying with these Terms and Conditions) and all additional submissions will be discarded and will not be considered for the award of a prize.

The directors, managers, employees, officers, agents and contractors of the Promoter or any authorised Chery Motor Australia dealer, and their immediate families (ie spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are

ineligible to enter.

Anyone who has been engaged to participate in the Competition for promotional purposes or has otherwise been paid to contribute to this Competition will be ineligible to enter.

Judging Process:	Entries will be judged by a panel appointed by the Promoter at 12pm (AEST) on Tuesday 15 April 2025 at the Promoter's address (Panel) where a Winner will be selected.
Criteria:	This is a game of skill, so each Entry will be judged on its creativity and ingenuity. Based on these criteria the Promoter will determine its preferred answer to be the Winner.
Prize Details:	<p>The Winner as judged by the Panel will win:</p> <p>(a) One (1) Chery Tiggo 4 Pro Urban vehicle in Martian Red, valued at up to \$23,990 (incl. GST) (Prize).</p> <p>The Prize includes twelve (12) months registration in the place of residence of the winner, twelve (12) months third party compulsory insurance, on road costs, stamp duty and dealer delivery costs, dependent upon the usual residential address of the Winner, but exclude comprehensive insurance and operational costs, which are the responsibility of the Winner. All ancillary costs or accessories not expressly provided are the responsibility of the Winner.</p> <p>Total Value of the total Prize pool is \$23,990 (incl. GST)</p>
Currency	All of the Prize values are in \$AUD.
Winner Notification:	Winners will also be contacted via email by 5:00pm (AEST) on 16 April 2025.
Claiming a Prize	<p>The winner will be contacted by the Promoter to arrange for delivery of the vehicle to their usual residential address or collection of the vehicle from the dealership nearest to their usual residential address, as nominated by the Promoter in its sole discretion. Upon delivery or collection of the vehicle (as applicable), the Winners must provide their current driver's licence for inspection (and comply with such further verification of identity that the Promoter may require) before the vehicle may be taken or driven away from the collection point.</p> <p>Delivery or collection of the vehicle is subject to availability of the vehicle, but is anticipated to be within twenty-eight (28) days from the date the winner is notified that they have won. If the vehicle is collected, the Winner is responsible for all costs incurred by them to travel to and from the nearest dealership to collect the vehicle.</p> <p>The winner must be capable of obtaining motor vehicle registration of the vehicle in his or her name and a current licence to use the motor vehicle in accordance with the applicable legislation where the vehicle is collected.</p> <p>If a Winner is, through any legal incapacity or otherwise, unable to register the motor vehicle in his or her name or lawfully use the vehicle, then the Winner may, at their own cost, assign the motor vehicle to another person who holds the required licence and has the legal capacity</p>

to obtain registration.

To the fullest extent permitted by law, the Promoter accepts no responsibility for any mechanical, body or paint repairs or repairs or maintenance of any kind relating to the prize after the date and time of prize collection by a Winner.

Terms and Conditions	The Terms and Conditions Schedule set out below applies to this Competition.
Personal Information	By entering into this Competition, entrants have agreement to the Promoter's use of their personal information as stipulated by clause 15 of the Terms & Conditions Schedule set out below.

TERMS & CONDITIONS SCHEDULE

1. These terms and the Competition Outline form the "Conditions of Entry" for this Competition, and set out all of the information you need to know regarding this Competition. Capitalised terms have the meaning given in the Competition Outline, unless otherwise stated. If there's any inconsistency between these terms and the Competition Outline, the Competition Outline shall prevail. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
2. The promoter is CHERY MOTOR AUSTRALIA PTY LTD (ACN: 662 958 205) of Building F, Suite G.02, 1 Homebush Bay Drive, Rhodes NSW 2138, Australia, in its own capacity and as agent for the Dealers, which are as follows:
 - (a) ACM LIVERPOOL PTY LTD trading as McGrath Chery Liverpool (ACN: 121 604 055) 411 Hume Highway, Liverpool NSW 2170;
 - (b) ALTO PENNANT HILLS PTY LTD trading as Alto Chery Pennant Hills (ACN: 003 477 647) 320 Pennant Hills Road, Pennant Hills NSW 2120;
 - (c) Australian Automotive Group Pty Ltd trading as Rockdale City Chery (ACN: 088 817 912) 295-297 Princess Highway, Arncliffe NSW 2205;
 - (d) Heartland Motors Pty Ltd trading as Heartland Chery Chullora (ACN: 096 561 385) 220 Hume Highway, Chullora NSW 2190;
 - (e) Highland Kackell Pty Ltd trading as Lander Chery Blacktown (ACN: 121 805 785) 37 Blacktown Road, Blacktown NSW 2148;
 - (f) Huntermotive Pty Ltd trading as Chery Ryde (ACN: 003 247 514) 603 Victoria Road, Ryde NSW 2112;
 - (g) Inchurch Automotive Pty Ltd trading as Chery Parramatta (ACN: 137 048 474) 291 Church Street, Granville NSW 2142;
 - (h) Kendrick Powersports Pty Ltd trading as Chery Northern Beaches (ACN: 618 892 256) 770 Pittwater Road, Brookvale NSW 2100;
 - (i) MCM Sutherland Pty Ltd trading as Chery Sutherland (ACN: 121 606 808) 499 Princes Highway, Sutherland NSW 2232;
 - (j) Paul Wakeling Motor Group Pty Ltd trading as Paul Wakeling Chery Macarthur (ACN: 119 908 780) 2 Yarmouth Place, Smeaton Grange NSW 2567; and
 - (k) Western Region Automotive Pty Ltd trading as Sinclair Chery (ACN: 112 718 420) 95 Great Western Highway, Kingswood NSW 2747

(*'Promoter', 'we', 'us'*).
3. Any updates to these Conditions of Entry will be available on the competition submission landing page.
4. The eligibility requirements for this Competition are set out in the Entry Procedure and Entry Restrictions.
5. To enter, you must follow the Entry Procedure.
6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
7. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of

Entry, failure to meet any content guidelines set out in the Entry Procedure, or if (in our reasonable opinion), you tamper or interfere with an entry mechanism in any way.

8. If the Competition cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Competition. If that happens, we shall select a winner from eligible entries received at the time.
9. All decisions made by us regarding any aspect of the Competition are in our absolute discretion, final, and no correspondence will be entered into.
10. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry. Entry content means any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Competition.
11. Entries must be your original work. We reserve the right to verify, or to require you to verify, that your entry is your original work. If an entry cannot be verified to our satisfaction, that entry will be deemed invalid.
12. Your entry must not include:
 - (a) any image or voice of any other person, unless you have that person's permission. If your entry includes this content, you confirm that you have consent from the relevant person;
 - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and
 - (c) any content which infringes the intellectual property rights (such as copyright and trade marks) of another person. If you are not sure whether you have the right to include particular content (for example, recorded music), do not include it. By including any such content in your entry, you confirm you have the permission of the owner to do so and that this permission allows us to use the entry in accordance with these Conditions of Entry.
13. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry.
14. By entering the Competition, the entrant understands, agrees and consents to Chery Motor Australia collecting, using and disclosing the entrant's personal information and their entry (including, but not limited to any photographs submitted as part of the entry) for the purposes of conducting and administering the Competition in promoting their goods or services, and for further use in accordance with the *Privacy Act 1988* (Cth) and the Chery Privacy Policy, without compensation. The entrant consents to Chery (or a third party in accordance with the Chery Privacy Policy) dealing with their entry in any way, including in a way which may infringe the entrant's moral rights.
15. The Promoter is bound by the Australian Privacy Principles (APPs) in the *Privacy Act 1988* (Cth) and by entering this Competition, the entrant is taken to consent to the Promoter privacy policy. Accordingly, the Promoter collects personal information in order to conduct the Competition and may, for this purpose, or any related secondary purpose disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Competition. Entry is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All personal information will be collected, handled and dealt with by the Promoter in accordance with the Promoter's privacy policy at <https://cherymotor.com.au/legal/privacy-policy>. Entrants should direct any request to access, update, correct information or opt out to the Promoter.
16. The Prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions. Prize values are accurate as at the commencement date of the Competition. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the Winner(s).
17. Prizes are not transferable, exchangeable or redeemable for cash other than in accordance with these Conditions of Entry. If for any reason a Prize is not available, we will substitute it for another prize of equal or higher value (in our absolute discretion).
18. This Competition is a game of skill, and chance plays no part in the selection of the Winner(s). Each eligible entry will be judged by the Panel based on, amongst other things, the Judging Criteria. The Panel's decision is final, and no correspondence will be entered into. We will notify the Winners, and publish their names, in accordance with the Notification and Publication of Winners information set

out in the Schedule.

19. At our request, Prize Winners must be able to provide proof that they satisfy the Verification Requirements listed in the Competition Outline. This includes but is not limited to proof of age.
20. If (having made reasonable efforts) we cannot contact a Prize Winner, or if any Prize is not accepted or claimed, that Prize Winner's entry may be deemed invalid, and we reserve the right to distribute unclaimed Prizes to the next best entry or forfeit the prize.
21. At our request, Prize Winners (and their companion(s), if applicable) must sign an indemnity and exclusion of liability form provided by us. If a Winner does not sign that form within the time specified by us, they will not be able to participate and that Winner's entry or prize claim will be declared invalid. We will then award that Prize to the next best entry.
22. If you are a Winner, you are responsible for your use of the Prize, including complying with all relevant laws and any applicable terms and conditions of use.
23. On submission, entries become the property of the Promoter. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry. By submitting an entry to the Competition, you agree to assign all rights in the entry to us and consent to us using the entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting your entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.
24. If requested by us, each Winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize, free of charge. If you are a Winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.
25. We accept no responsibility for any problems or technical malfunction of any communication network or 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, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
26. You acknowledge that there may be inherent risks in some aspects of the Competition or the Prize and that participation in the Competition or the Prize may involve participating in dangerous activities. By entering this Competition and/or accepting the Prize, you accept that risk for yourself and for your companion(s) (if applicable).
27. You will be responsible for any tax liability associated with a Prize not expressly agreed to be met by us.
28. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the Prizes or this Competition. We accept no responsibility for any tax liabilities that may arise from winning a Prize.
29. We are not responsible for use of a Prize which results in:
 - (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by our breach of these Conditions of Entry or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
 - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
 - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
30. These Conditions of Entry are governed by the laws of New South Wales.