

## **TERMS & CONDITIONS**

### **HSV GTO COUPE**

1st Prize: HSV GTO COUPE (BLACK) Valued at \$72,000.00

Auto Direct Group Pty Ltd Trading as Play Performance Australia – 634 380 957 (hereinafter referred to as 'Auto Direct Group Pty Ltd Trading as Play Performance' or 'Auto Direct Group Pty Ltd Trading as Play Performance Australia' or 'We' or 'Us' or 'Our' or Promoter') is conducting a trade promotion (hereinafter referred to as the 'Contest' or 'Giveaway' or 'Promotion') for Individuals (hereinafter referred to as 'Participant' or 'Entrant' or 'Member' or 'They' or 'Them' or 'You' or 'your').

The promotion will begin on February 17th, 2025, 5:00pm AEST, to 31st March 2025, 11:59pm AEST. The giveaway will take place at 6:30pm on 31st March 2025, live on social media. The prize drawn will be drawn at 1 Activity Crescent Molendinar Gold Coast QLD. The lucky Winner contacted via phone, SMS, and email immediately.

Conditions of participant entry into the giveaway

Entrants must buy a package through Auto Direct Group Pty Ltd trading as play performance at [playperformance.com](https://playperformance.com) or our social media links for automatic giveaway entry.

Participants can buy a package by phone using the number on ads or our website. No call charges: Auto Direct Group Pty Ltd Trading as Play Performance Australia covers fees.

The contest will be held on 31st of March 2025 and will be drawn at 6:30PM AEST at the Auto Direct Group Pty Ltd Trading as Play Performance Showroom

Our total prize pool is valued at \$72,000.00

Winner announced on social media at 6:30pm and published on our Website, Instagram, and Facebook same day. See winners at [auto-direct-group-pty-ltd-trading-as-play-performance.com.au](https://auto-direct-group-pty-ltd-trading-as-play-performance.com.au).

If unclaimed after 90 days, a redraw on June 30th, 2025, 6:30PM AEST, at 1 Activity Crescent Gold Coast. New winner published on our Website, Instagram, and Facebook same day. Winners at [auto-direct-group-pty-ltd-trading-as-play-performance.com.au](https://auto-direct-group-pty-ltd-trading-as-play-performance.com.au).

The giveaway will be overseen by an official scrutineer in accordance with the state laws that govern these promotional giveaways.

In no event will anyone associated with Auto Direct Group Pty Ltd Trading as Play Performance, its directors or employees be able to hold a valid entry into the giveaway. No parents, affiliates, friends, subsidiaries, related companies, such as contractors, sub-contractors, and the family and friends of the previous owner of said giveaway vehicle, be allowed to win any of the prizes drawn by Auto Direct Group Pty Ltd Trading as Play Performance Australia in connection with this promotion. Should any individual or company known to Auto Direct Group Pty Ltd Trading as Play Performance win, their entry will be held as invalid, they will receive a full refund, and a new winner will be drawn from the same set of entrants.

Auto Direct Group Pty Ltd Trading as Play Performance Australia will cover all costs of shipping the vehicle to the winner's door, no matter where they live in Australia. Auto Direct Group Pty Ltd Trading as Play Performance will also cover 6 months of Registration in their state, as well as the specific fees associated, such as Roadworthy inspection fees and Stamp Duty.

All packages are final and cannot be refunded.

## 1. Conditions of Entry

Participants shall be allowed to enter the contest given the following:

They agree to the terms of conditions of this giveaway; and

They purchase a package via the official links.

## 2. Included with the Prize

Auto Direct Group Pty Ltd Trading as Play Performance is proud to announce that on top of handing out awesome prizes, we will be covering additional expenses associated with the win, they are as follows:

6-Months Registration Fee

Australia-Wide Door-to-Door Transport

Road Worthy Inspection Fee\*

**\*\*Please note that the roadworthy inspection fee does not include any changes that may be required for the vehicle to be registered. It refers exclusively to the fee associated with acquiring the Roadworthy certificate.\*\***

All Queensland winners will be granted a limited warranty on their prize vehicle. Particulars can be seen upon request.

### 3. Use of personal information relevant for marketing

a. This SMS message program is a service of Auto Direct Group Pty Ltd Trading as Play Performance Australia. By providing your cell phone number, you agree to receive recurring automated promotional and personalized marketing text messages (e.g., SMS/MMS cart reminders, sale notices, etc) from Auto Direct Group Pty Ltd Trading as Play Performance Australia. These messages include text messages that may be sent using an automatic telephone dialling system, to the mobile telephone number you provided when signing up or any other number that you designate. You give Auto Direct Group Pty Ltd Trading as Play Performance Australia permission to send text messages to the enrolled cell phone number through your wireless phone carrier, unless and until you end permission per these Terms & Conditions. Consent to receive automated marketing text messages is not a condition of any purchase. Message & data rates may apply.

b. Message frequency may vary. Auto Direct Group Pty Ltd Trading as Play Performance Australia reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. Auto Direct Group Pty Ltd Trading as Play Performance Australia also reserves the right to change the short code or phone number from which messages are sent and we will notify you if we do so.

c. Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. Auto Direct Group Pty Ltd Trading as Play Performance Australia, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

d. By enrolling in the Auto Direct Group Pty Ltd Trading as Play Performance Australia messaging program, you also agree to these messaging terms & conditions ("Messaging Terms"), our Auto Direct Group Pty Ltd Trading as Play Performance Australia Terms of Use and Auto Direct Group Pty Ltd Trading as Play Performance Australia Privacy Policy.

Cancellation of Service

Text the keyword STOP to the telephone number, long code, or short code that sends you our initial confirmation message to cancel. After texting STOP to the telephone number, long code, or short code that sends you our initial confirmation message you will receive one additional message confirming that your request has been processed. If you change your preferences, it may take up to 48 hours for it to take effect. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP keyword commands and agree that Auto Direct Group Pty Ltd Trading as Play Performance Australia and its service providers will have no liability for failing to honour such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from Auto Direct Group Pty Ltd Trading as Play Performance Australia through any other programs you have joined until you separately unsubscribe from those programs.

#### Limitation of Liability

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT SHALL EITHER OF Auto Direct Group Pty Ltd Trading as Play Performance Australia OR ANY PARTY ACTING ON BEHALF OF Auto Direct Group Pty Ltd Trading as Play Performance Australia BE LIABLE FOR: (A) ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AGGREGATE AMOUNT EXCEEDING THE GREATER OF THE AMOUNT YOU PAID TO Auto Direct Group Pty Ltd Trading as Play Performance Australia HEREUNDER OR \$100.00; OR (B) ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES. YOU AGREE EVEN IF Auto Direct Group Pty Ltd Trading as Play Performance Australia HAS BEEN TOLD OF POSSIBLE DAMAGE OR LOSS ARISING OR RESULTING FROM OR IN ANY WAY RELATING TO YOUR USE OF THE Auto Direct Group Pty Ltd Trading as Play Performance Australia MESSAGING PROGRAM. Auto Direct Group Pty Ltd Trading as Play Performance Australia AND ITS REPRESENTATIVES ARE NOT LIABLE FOR THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DELAYS OR NON-DELIVERY IN THE TRANSMISSION OF MESSAGES.

#### Indemnity

To the maximum extent allowed by applicable law, you agree to indemnify, defend and hold harmless Auto Direct Group Pty Ltd Trading as Play Performance Australia, its directors, officers, employees, servants, agents, representatives, independent contractors and affiliates from and against any and all claims, damages, liabilities, actions, causes of action, costs, expenses, including reasonable attorneys' fees, judgments or penalties of any kind or nature arising from or in relation to these Messaging Terms or your receipt of text messages from Auto Direct Group Pty Ltd Trading as Play Performance Australia or its service providers.

## Dispute Resolution

Any dispute or claim arising out of or in any way related to these Messaging Terms or your receipt of text messages from Auto Direct Group Pty Ltd Trading as Play Performance Australia or its service providers whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a dispute or claim arises will be resolved by binding arbitration. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS, YOU AND Auto Direct Group Pty Ltd Trading as Play Performance Australia ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE MESSAGING TERMS SHALL BE SUBJECT TO AND GOVERNED BY ARBITRATION.

## Exceptions

### Notwithstanding subsection

(a) above, nothing in these Messaging Terms will be deemed to waive, preclude, or otherwise limit the right of you or Auto Direct Group Pty Ltd Trading as Play Performance Australia to:

- (i) bring an individual action in small claims court;
- (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available;
- (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or
- (iv) file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and Auto Direct Group Pty Ltd Trading as Play Performance Australia will be governed by the JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

No Class Actions. YOU AND Auto Direct Group Pty Ltd Trading as Play Performance Australia AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and

Auto Direct Group Pty Ltd Trading as Play Performance Australia agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. You agree that, by agreeing to these Messaging Terms, you and Auto Direct Group Pty Ltd Trading as Play Performance Australia are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

No Class Actions. YOU AND Auto Direct Group Pty Ltd Trading as Play Performance Australia AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Auto Direct Group Pty Ltd Trading as Play Performance Australia agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision. Notwithstanding anything to the contrary in these Messaging Terms, if Auto Direct Group Pty Ltd Trading as Play Performance Australia makes any future change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Auto Direct Group Pty Ltd Trading as Play Performance Australia's contact information provided in the "Contact Us" section below, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Auto Direct Group Pty Ltd Trading as Play Performance Australia.

Enforceability. If any provision of these Messaging Terms is found to be unenforceable, the applicable provision shall be deemed stricken and the remainder of these Messaging Terms shall remain in full force and effect.

#### Changes to the Messaging Terms

We reserve the right to change these Messaging Terms or cancel the messaging program at any time. By using and accepting messages from Auto Direct Group Pty Ltd Trading as Play Performance Australia after we make changes to the Messaging Terms, you are accepting the Messaging Terms with those changes. Please check these Messaging Terms regularly.

#### Entire Agreement/Severability

These Messaging Terms, together with any amendments and any additional agreements you may enter with us in connection herewith, will constitute the entire agreement between you and Auto Direct Group Pty Ltd Trading as Play Performance Australia concerning the Messaging Program.

## Contact

Please contact us with any inquiries or concerns at [admin@playperformance.com](mailto:admin@playperformance.com)

## Representation and Warranties of Auto Direct Group Pty Ltd Trading as Play Performance Australia

Auto Direct Group Pty Ltd Trading as Play Performance Australia warrants the following:

The vehicle involved in this contest is owned by Auto Direct Group Pty Ltd Trading as Play Performance Australia and will be given away as a promotional prize.

The purpose of this contest is to promote the Auto Direct Group Pty Ltd Trading as Play Performance Australia and bring awareness to the Auto Direct Group Pty Ltd Trading as Play Performance Australia brand.

We do not sell raffle tickets, or any other form of ticket to enter this giveaway.

This prize is strictly a promotional giveaway, which can be won by any person that purchases a bundle via our website or any official link, thereby becoming a customer of Auto Direct Group Pty Ltd Trading as Play Performance Australia.

Entries to the giveaway are strictly and only provided as promotional prizes to the members or customers of Auto Direct Group Pty Ltd Trading as Play Performance Australia.

Entries cannot be purchased and will not be sold separately.

Auto Direct Group Pty Ltd Trading as Play Performance Australia funds the entirety of this promotion. This includes prizes, media, marketing and other associated fees.

The contest is solely promoted by Auto Direct Group Pty Ltd Trading as Play Performance Australia (ABN 634 380 957)

#### Representation and warranties of the entrant

The entrant represents and warrants that it shall not contact any affiliate, employee, sponsor, or partner of Auto Direct Group Pty Ltd Trading as Play Performance to manipulate contest results.

#### DISCLAIMER:

Any and all disputes, claims and causes of action arising out of or in connection with the Contest and the promotional prizes shall be resolved individually without any form of class action;

Any claims, judgments and awards shall be limited to actual out of pocket costs incurred in entering the Contest, but under no circumstances will Auto Direct Group Pty Ltd Trading as Play Performance be responsible for any legal fees;

Participants hereby waive all rights to claim punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering the Contest.

In no event will anyone associated with Auto Direct Group Pty Ltd Trading as Play Performance, its directors or employees be able to hold a valid entry into the giveaway. No parents, affiliates, friends, subsidiaries, related companies, such as contractors, sub-contractors be allowed to win any of the prizes drawn by Auto Direct Group Pty Ltd Trading as Play Performance Australia in connection with this promotion. Should any individual or company known to Auto Direct Group Pty Ltd Trading as Play Performance win, their entry will be held as invalid, they will receive a full refund, and a new winner will be drawn from the same set of entrants.



In no event will Auto Direct Group Pty Ltd Trading as Play Performance, their licences, parents, affiliates, subsidiaries and related companies, their advertising or promotional agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from access to, or use of, this website, electronic or computer malfunctions, or entrant participation in this contest, even if Auto Direct Group Pty Ltd Trading as Play Performance was advised of the possibility of such damages.

Auto Direct Group Pty Ltd Trading as Play Performance reserves the right to disqualify any Participant found to be tampering with or otherwise abusing any aspect of this Contest as solely determined by Auto Direct Group Pty Ltd Trading as Play Performance.

Entrants consent to Auto Direct Group Pty Ltd Trading as Play Performance in using the personal information provided in connection with this Giveaway for the purposes of facilitating the conduct of the Promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.

In the event the Contest is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Auto Direct Group Pty Ltd Trading as Play Performance that corrupt or impair the administration, security, fairness or proper operation of the Contest, Auto Direct Group Pty Ltd Trading as Play Performance reserves the right to suspend, modify or terminate the Contest.

Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should such an attempt be made, Auto Direct Group Pty Ltd Trading as Play Performance reserves the right to fully seek damages from any such Participant permitted by Law.

Auto Direct Group Pty Ltd Trading as Play Performance assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of

technical problems or incomplete, late, lost, damaged, illegible, or misdirected electronic communications, or any combination thereof.

Entrants are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications

The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid The Promoter will not advise an Entrant if their entry is deemed invalid.

Should there be any dispute relating to the prize of the competition, it is Auto Direct Group Trading as Play Performance responsibility to provide a refund, corresponding to the entry fee, to the buyer and re-claim ownership and title of the prize. Auto Direct Group Trading as Play Performance is not responsible for any expectations or misunderstandings on behalf of the winner.

The time of entry will be deemed to be the time the entry is received by the

If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion or paying the cost of resupplying those goods or services.

The winner of the promotion must show evidence of their entry into the draw and provide a photo receiving their prize for Auto Direct Group Trading as Play Performance use on social pages.

The Contest is void where prohibited or restricted by law

Number plates are not included with the giveaway