

## STELLANTIS AUSTRALIA SURVEY PROMOTION 2023 TERMS AND CONDITIONS

### General

1. The Promotion is conducted by FCA Australia Pty Ltd, ABN 23 125 956 505, of 437 Plummer Street, Port Melbourne, Victoria, 3207 [www.fiatchrysler.com.au](http://www.fiatchrysler.com.au) / (03) 8698 0200 (**Promoter**).
2. Information on how to enter, all entry instructions, the Prize, advertising material and Prize information published by the Promoter form part of these Terms and Conditions. Entry and participation in this Promotion is deemed acceptance of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

### Who can enter

3. To be eligible to enter the Promotion and win the Prize (**Eligible Entrant**) you must:
  - a. be an Australian resident;
  - b. be aged 18 years or over;
  - c. have retail or warranty work or a scheduled service conducted on their Jeep, Chrysler, Alfa Romeo, Abarth, Fiat or Fiat Professional ("**Vehicle**") at an authorised Jeep, Chrysler, Alfa Romeo, Abarth, Fiat or Fiat Professional dealership ("**Dealer**") during the Promotion Period, or purchased a new vehicle for any of the Jeep, Alfa Romeo, Abarth, Fiat or Fiat Professional brands;
  - d. complete and submit a 'Net Promoter Score' NPS Survey' which will be sent to entrants that have 'opted-in' to receive the relevant communications from their Dealer; and
  - e. comply with these Terms and Conditions.
4. Employees (and their immediate families) of the Promoter, a Dealer, associated company or agency of the Promoter or other person 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, stepsister or 1<sup>st</sup> cousin.

### When to enter

5. The Promotion commences at 12.01am AEDT on 1<sup>st</sup> October 2023 and closes at 11:59pm AEDT on 31<sup>st</sup> December 2023 (**Promotion Period**). Entries received by the Promoter after the Promotion Period ends (irrespective of when they were sent) will not be included in the Promotion.
6. Entries will be deemed to be accepted at the time of receipt of entry and not at the time of transmission. Incomplete, inaudible, indecipherable, incomprehensible or offensive entries will be deemed invalid.

7. 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. Proof of identification, age, residency, and entry considered suitable for verification is at the discretion of the Promoter. 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.

### How to enter

8. Eligible Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions.
9. Entry requires the completion of the questionnaire relevant to their experience as set out in the Net Promoter Score (NPS) Survey during the Promotion Period.
10. For the purposes of these content requirements, "entry content" includes any content that Eligible Entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the Eligible Entrant's original work. The Promoter reserves the right to verify, or to require the Eligible Entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter reserves the right to disqualify a Prize Winner if the Promoter becomes aware that the Prize Winner and/or the Prize Winner's entry is of a type described in this clause.
11. Any entry that is made on behalf of an Eligible Entrant by a third party will be invalid.

### Number of Entries Permitted

12. Eligible Entrants are permitted to submit only one (1) entry during the Promotion Period. Eligible Entrants can only enter in their own name. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the Promotion is prohibited and any such entries will be invalid.

### Determination and Notification of Prize Winner

13. The draw will be conducted by Stellantis Australia Pty Ltd.
14. The draw will take place at 11:00am AEST on 23<sup>rd</sup> January 2024 at 437 Plummer Street, Port Melbourne, Victoria, 3207 unless the Promoter is reasonably prevented from conducting the draw at the location.
15. The first valid entry drawn will win the Prize (**Prize Winner**). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn, or in the event the Prize Winner is unable to accept the Prize.

16. The Promoter's decision is final and no correspondence will be entered into.
17. If any particular determination or act is scheduled on a public holiday, the determination or act will be take place on the following business day.
18. The Prize Winner will be notified by telephone and email within two days of being determined.
19. The Prize will be awarded to the person named in the entry.
20. Should an Eligible Entrant's contact details change during the Promotional Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
21. If the Prize Winner has not, for whatever reason, complied with these Terms and Conditions, claimed or accepted the Prize within 30 days, fails or refuses to sign any releases or documents as required by the Promoter or a third party, cannot accept the Prize or any component of the Prize then he or she will forfeit the Prize and it will be awarded to the next valid entry in accordance with clause 15. The winner of the unclaimed prize will be notified by telephone and email within two days of the date on which they are judged to be the unclaimed prize winner. If the unclaimed prize winner does not or cannot accept the Prize in accordance with these Terms and Conditions, then the Promoter may continue to award the Prize to another winner in accordance with the clause until the Prize can be awarded.
22. To the extent permitted by law, the Promoter reserves the right not to award the Prize if a suitable winner cannot be identified prior to the taking of the Prize.

## Prize

23. The Prize for the Promotion is a Debit Gift Card to the value of \$2,000.
24. The total prize pool value is \$2,000.
25. The Prize and any element of the Prize is not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars and are correct at the time of publication of these Terms and Conditions. The Promoter accepts no responsibility for any variation in the value of the Prize, including as a result of any fluctuations in exchange rates.
26. It is a condition of accepting the Prize that the Prize Winner comply with all the conditions of use of the Prize, including by not limited to, any third-party service provider's and the Promoter's requirements and conditions.
27. The Promoter will not be responsible for any representations or conditions made by a third party, which results in any loss or damage

to the Prize Winner or any other person, or results in the Prize Winner not being able to use or participate in any part of the Prize.

## General

28. In the case of any dispute relating to these Terms and Conditions or Promotion, entrants may contact the Promoter in writing at 437 Plummer Street, Port Melbourne, Victoria, 3207. The entrant must provide their name, contact details, and details of the dispute. The Promoter will consider the dispute and advise the entrant of its decision within a reasonable time. The Promoter's decision is final and no further correspondence will be entered into. Failure by the Promoter to enforce any of its rights does not constitute waiver.
29. To the full extent permitted by law, the Promoter, the Promoter's officers, employees and agents, the Promoter's related companies and all those entities' personnel exclude all liability for any loss (including any damage, claim, injury, cost or expense, including loss of opportunity) which is suffered or incurred by any individual in connection with the Promotion or Prize, including: (i) any direct, indirect, economic or consequential loss; (ii) any loss arising from the negligence; (iii) any liability for personal injury or death.
30. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct that may jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from any offender(s) are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. In the event of unforeseen circumstances, war, terrorism, pandemic, state of emergency or disaster (including but not limited to natural disaster), or the Promotion being interfered with in any way, including technical difficulties, unauthorised intervention or fraud, so that it is not capable of being conducted as reasonably anticipated, due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, and subject to any written directions from a regulatory authority, to: (a) cancel, terminate, modify or suspend the Promotion; (b) disqualify any entrant; or (c) suspend or modify the Prize or any element of the Prize. In addition, entrants acknowledge that the COVID-19 pandemic (including any applicable government restrictions) may affect the running of the Promotion, and subject to any written directions from a regulatory authority, the Promoter may, at its discretion, terminate, modify suspend or extend the Promotion, or change the entry criteria or any other affected element of the Promotion, if it cannot run the Promotion or award the Prize as intended.
32. If the Prize (or an element of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that element of the Prize) with a prize to the equal value and/or

specification, subject to any written directions from a regulatory authority.

33. The Prize Winner accepts the Prize at their own risk. Any tax liability arising as a result of accepting the Prize is the responsibility of the Prize Winner. Independent financial or legal advice should be sought.
34. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Prize Winner (including photographs, films and/or recordings 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.
35. 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 Australian Consumer Law (contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), as well as any other applicable implied warranties under the ASIC Act or similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**).
36. To the full extent permitted by law, the Promoter, the Dealers', their related companies and their officers, employees and agents, except for any liability that cannot be excluded, including the Non-Excludable Guarantees, exclude all liability for any loss (including any damage, claim, injury, cost or expense, including loss of opportunity) which is suffered or incurred by any individual in connection with the Promotion or Prize, including but not limited to: (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (ii) any theft, unauthorised access or third party interference; (iii) 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); (iv) any variation in Prize value to that stated in these terms and conditions; (v) any tax liability incurred by the Prize Winner or entrant; (vi) the Prize use of the Prize; (vii) any direct, indirect, economic or consequential loss; (viii) any loss arising from the negligence; (ix) any liability for personal injury or death including caused or contributed to by using the Prize.
37. 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 Dealers, agents, contractors, service providers, Prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, 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.
38. As a condition of accepting the Prize, the Prize Winner may be required to sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion.

39. Any costs not expressly stated, but which may be incurred in the acceptance and use of the Prize, are the sole responsibility of the Prize Winner. Any cost associated with accessing the Survey is the entrant's responsibility and is dependent on the internet service provider used.
40. The Promoter's Privacy Policy, available at [www.fiatchrysler.com.au](http://www.fiatchrysler.com.au), contains further details regarding how you can access or correct information we hold about you, how you can make a privacy related complaint, how that complaint will be dealt with and the extent to which your information may be disclosed to overseas recipient.

