

Terms and conditions

Get the 13cabs app for \$5 off your next ride "PERTH"

The following terms and conditions (**Terms and Conditions**) apply to the 13cabs "Get the 13cabs app for \$5 off your next ride "PERTH"" (the **Promotion**). By submitting an entry into the Promotion, a person warrants that they have read, understood and accepted these Terms and Conditions.

Promoter

1. The Promotion is conducted by Black Cabs Combined Pty Ltd (ABN 80 007 321 682) of 35 Downing Street, OAKLEIGH VIC 3166, telephone: 03 9277 3700 (the **Promoter**).

Promotion Period

2. The Promotion commences at 1 November 2020 and concludes at 11:59pm on 10 December 2020 AWST (**Promotion Period**). All other times referred to herein are in AEDT/AEST as applicable in VIC.

Entry Requirements

3. Information on how to enter the Promotion forms part of the Terms and Conditions.
4. Entrants can only enter the Promotion in their own name.
5. Entry is only open to Perth residents over the age of 18 years (**Eligible Entrant**).
6. Employees of the Promoter and any subsidiary, parent company, agent or affiliate of the Promoter (and their immediate families), participating retailers and agencies associated with this Promotion are ineligible to enter.
7. To enter, Eligible Entrants must complete the following steps during the Promotion Period:
 - a. Download the 13cabs app;
 - b. Register for an account with 13cabs and include the following information:
 - i. Full name;
 - ii. Mobile number;
 - iii. Email address;
 - iv. Password; and
 - c. Enter the promo code "PERTH".

The 13cabs app is a free mobile app available for download from the App Store and Google Play. Any cost associated with accessing the 13cabs app is the Entrant's responsibility and is dependent on the service provider used.

8. Every completed registration with the 13cabs app during the Promotion Period will be counted as one (1) entry into the draw. Eligible Entrants can only enter once and will only be eligible to win one (1) Prize.
9. An entry is deemed to be received at the time confirmed by the Promoter and not at the time of transmission by the Eligible Entrant.
10. 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 disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions, who tampers with the entry process, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion, or who submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Promotion.
11. 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.

Prize, Winners and Winner Notification

12. The first 2,000 valid entries will each receive a 13cabs Digital Pass valued at \$5.00 (**Prize**).
13. The total Prize pool is \$10,000 (AUD).
14. A draw will take place on each of 6 November 2020, 13 November 2020, 20 November 2020, 27 November 2020, 4 December 2020 and 11 December 2020 at 11.am at Level 3, 18-20 Compark Circuit, Mulgrave, Vic 3170, to determine the winners up to the relevant draw (unless all Prizes have been redeemed earlier in which case the remainder of the draws will not take place). For the avoidance of doubt, there will only be 2,000 winners in total across all draws. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
15. Winners will be notified in writing (via sms or email) within five (5) business days of the relevant draw.
16. To redeem the Prize, an Eligible Entrant must click on the link contained in the SMS or email.
17. Any ancillary costs associated with redeeming the Prize are not included. Any unused balance of the Prize will not be awarded as cash. Redemption of the vouchers is subject to any terms and conditions of the issuer including those specified on the Prize.

Prize Restrictions

18. The Promoter's decisions are final, and no correspondence will be entered into.
19. Subject to the unclaimed Prize draw clause, if for any reason whatsoever a Prize winner does not redeem their Prize by the time stipulated by the Promoter, then

the Prize will be forfeited by that winner and neither cash nor any other Prize will be awarded in lieu.

20. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.
21. If any Prize (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. For any unclaimed Prizes the Promoter will award any unclaimed Prizes to the next Eligible Entrant (i.e. the 2,001st person to download the 13cabs app and register in accordance with clause 7 (and so on)) until all 2,000 Prizes are claimed.

Participation in Promotions

23. Each winner must, at the Promoter's request, participate in any marketing and promotional activity in relation to the Promotion, free of charge. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image, entry and/or voice in the event they are a winner (including any 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 the business of the Promoter.
24. If for any reason whatsoever a winner does not participate in any part of the Promotion which they are required to participate in then they will be deemed to have forfeited their rights under the Terms and Conditions and are not entitled to cash or any other prize in lieu.

General

25. If, for any reason, the Promotion is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State and / or Territory regulations, including cancelling, terminating, modifying or suspending the Promotion.
26. The Promoter reserves the right to change the Promotion, or part of the Promotion, at any time, subject to any written directions from a regulatory authority.
27. 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. Incomplete or indecipherable entries will be deemed invalid.

28. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to: (a) disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion, as appropriate.
29. To the extent permitted by law (including the Australian Consumer Law), each Entrant releases the Promoter and indemnifies the Promoter against all liability, cost, loss or expense arising out of acceptance of any Prize or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
30. Other than any liability that cannot be excluded by law (including the Australian Consumer Law), the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or any Prizes; and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
 - 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 tax liability incurred by a winner or Eligible Entrant. Independent financial advice should be sought; or
 - e. Participation in any aspect of the Promotion.
31. As a condition of participation in the Promotion, each Eligible Entrant may be required to sign legal documentation as and, in the form, required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
32. By entering this Promotion, each Entrant acknowledges and agrees that:
 - a. They will at all times conduct themselves in a proper manner, having consideration for other Entrants, the Promoter and any other person;
 - b. If any entry is deemed inappropriate, offensive, or otherwise unsuitable by the Promoter, the entry will be deemed to be invalid, without recourse to the Promoter or any other person; and
 - c. They indemnify the Promoter for any damage, loss, cost or expense caused to any third party, property, any person or otherwise (**Relevant Cost**) as a result of their actions or omissions during the conduct of the Promotion (including any loss or damage suffered as a result of the Eligible Entrant breaching clauses 20(c) and 23 to 25 (inclusive) of these Terms and

Conditions) and must promptly pay any Relevant Costs to the Promoter (or any other relevant person) on demand.

Personal Information

33. All entries become the sole property of the Promoter.
34. If an Entrant does not provide their personal information, the Entrant will not be able to enter the Promotion.
35. Each Entrant's personal information will be used and disclosed by the Promoter in accordance with these terms and the Promoter's Privacy Policy, available at <http://www.13cabs.com.au/Privacy> or on request to privacy@13cabs.com.au. The Promoter will not disclose an Entrant's personal information overseas.
36. By submitting an entry into the Promotion each Entrant warrants that the Entrant consents to the Promoter using their personal information as contemplated by these Terms and Conditions.
37. The Promoter collects personal information in order to conduct the Promotion and provide any goods or services requested and may, for those purposes, disclose such information to third parties, including but not limited to, affiliates, Prize suppliers or regulatory authorities and for any purpose to which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes.
38. The Promoter may use and disclose the Entrant's personal information for direct marketing purposes, unless the Entrant opts out, which they can do at any time in accordance with the Promoter's Privacy Policy.
39. Entrants should direct any request to access, update or correct their personal information to the Promoter at the email address above.