

Terms and conditions

\$10 Voucher – 13cabs & DFO Black Friday Giveaway

The following terms and conditions (Terms and Conditions) apply to the \$10 Voucher – 13cabs & DFO Black Friday Giveaway (Melbourne and Brisbane) (the **Giveaway**). By entering into the Giveaway, a person acknowledges and warrants that they have read, understood and accepted these Terms and Conditions.

Promoter

1. The Giveaway 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**).

Giveaway Period

2. The Giveaway commences at 12.01 am on 8 November 2021 and concludes at 11.59 pm on 28 November 2021 AEDT unless all Gifts are awarded earlier (**Giveaway Period**).

Entry Requirements

3. Information on how to enter the Giveaway forms part of the Terms and Conditions.
4. The Giveaway is only open to residents in Melbourne or Brisbane over the age of 18 years only and who:
 - (a) downloads the 13cabs app; and
 - (b) enters the codeword 13DFOESS (for Melbourne residents) or 13DFOBRIS (for Brisbane residents) in the PROMOS page in the 13cabs app during the Giveaway Period.
5. Only one entry is permitted per person. Individuals will only be eligible to win one Gift per entry during the Giveaway Period.
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 Giveaway 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 first cousin.

7. An entry is deemed to be received at the time confirmed by the Promoter and not at the time the individual provides their information to the Promoter.
8. The Promoter reserves the right, at any time, to verify the validity of entries and individuals (including an individual's identity, age and place of residence) and disqualify any individual 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 Giveaway, or who submits an entry that the Promoter deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Giveaway.
9. If there is a dispute concerning the conduct of this Giveaway (including as to the identity of an individual) or in respect to claiming a Gift, the Promoter will, in good faith, consider the individual's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.

Gift recipients and Notification

10. The first 1000 to enter the correct codeword in each of Melbourne and Brisbane during the Giveaway Period will each receive a \$10 13cabs Digital Pass, valid for use between 12.01am Thursday 18 November to 11.59pm on Sunday 28 November 2021 AEDT and redeemable in Australia only (**Gift**). For the avoidance of doubt, once the allocation of 1000 Gifts in each of Melbourne and Brisbane has been exhausted, the Giveaway will close.
11. The total value of Gifts in this Giveaway is AUD \$20,000 and is comprised of the following:
 - i. 1000 x \$10 worth of 13cabs Digital Pass for DFO Essendon
 - ii. 1000 x \$10 worth of 13cabs Digital Pass for DFO Brisbane
12. Gifts will be distributed by the Promoter on and from 18 November 2021, subject to the individual's compliance with these Terms and Conditions.
13. To redeem the Gift you must click on the link contained in the SMS or email and use the Gift by no later than 11.59pm on Sunday 27 November 2021.
14. If for any reason whatsoever a Gift recipient does not provide their accurate name, mobile number or email address at the time of entry, then

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

Gift Restrictions

15. Any ancillary costs associated with redeeming the Gift are not included. Any unused balance of the Gift will not be awarded as cash. Redemption of the Gift is subject to any terms and conditions of the issuer including those specified on the Gift
16. In order to redeem the Gift the individual will require an iPhone 6 or later and with iOS 9 or later or an Android phone with NFC and Lollipop 5.0 or above. If the individual does not have a compatible phone, the individual will need to contact the Promotor by email at customer.care@13cabs.com.au or by telephone on 1300 039 187 and provide their postal address for a \$10 13cabs FLEXeTICKET to be sent to their nominated address.
17. If any terms and conditions are imposed by a third party on an individual's ability to use some or all of the Gift (**Third Party Provider**) then the individual must comply with those additional terms or the individual will forfeit the Gift (and the ability to continue to use and enjoy the Gift) immediately on notice from the relevant Third Party Provider, or the Promoter (as applicable).
18. Gifts, or any unused portion of a Gift, are not transferable or exchangeable and cannot be taken as cash.
19. If any Gift (or part of any Gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift (or that part of the Gift) with a Gift to the equal value and/or specification, subject to any written directions from a regulatory authority.

Participation in Giveaways

20. Each individual who has claimed a Gift must, at the Promotor's request, participate in any marketing and promotional activity in relation to the Giveaway, free of charge. Individuals consent to the Promoter using the individual's name, likeness, image, entry and/or voice (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 Giveaway (including any outcome) and promoting the business of the Promoter.
21. If for any reason whatsoever an individual does not participate in any part of the Giveaway 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 Gift in lieu.

General

22. If, for any reason, the Giveaway 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 Giveaway, 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 Giveaway.
23. The Promoter reserves the right to change the Giveaway, or part of the Giveaway, at any time, subject to any written directions from a regulatory authority.
24. 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.
25. If this Giveaway 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 individual; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Giveaway, as appropriate.
26. To the extent permitted by law (including the Australian Consumer Law), each individual releases the Promoter and indemnifies the Promoter against all liability, cost, loss or expense arising out of acceptance or use of any Gift or participation in the Giveaway 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.
27. 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 Giveaway or any Gifts;

and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Giveaway, 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 Gift 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 an individual. Independent financial advice should be sought;
- (e) Participation in any aspect of the Giveaway; or
- (f) Use of a Gift.

28. By entering this Giveaway, each individual acknowledges and agrees that:

- (a) They will at all times conduct themselves in a proper manner, having consideration for other individuals, 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 Giveaway (including any loss or damage suffered as a result of the individuals breaching clauses 25, 31, 32(c) and (d) of these Terms and Conditions) and must promptly pay any Relevant Costs to the Promoter (or any other relevant person) on demand.

29. The Promoters Customer Care team can be contacted by email at customer.care@13cabs.com.au or by telephone on 1300 039 187 to discuss the conduct of the Giveaway or the Gifts.

Personal Information

30. All entries become the sole property of the Promoter.

31. If an individual does not provide their personal information, the individual will not be able to enter the Giveaway.

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