

13cabs Valentine's Day Competition 2025, PROMOTION TERMS & CONDITIONS

Promotion	13cabs Valentine's Day Competition 2025
Promoter	13cabs Innovations Pty Ltd, ABN 38 628 957 317 of 9 - 13 O'Riordan Street, Alexandria NSW 2015
Promotion Type	13cabs Valentine's Day Competition 2025
Participating Products	13cabs social media channels
Promotion Period	12pm AEST on 05/02/2025 to 11.59pm AEST on 10/02/2025 The Promotional Period is subject to change at the Promoter's discretion and all changes will be notified on the Promoter's website: https://www.13cabs.com.au/
Prize	There is one return ride per state – QLD, NSW, VIC, SA, WA, NT prize to be won. Each draw will win one free return ride capped at a total fare of \$250 per winner and only valid on 14/02/2025 valued at AU\$250 RRP. The total prize pool is capped to AU\$250 per winner.
Entry Restrictions	The Promotion is only open to residents of QLD, NSW, VIC, SA, WA & NT aged 18 and over. Employees of the Promoter and their family members are ineligible to enter this Promotion. "Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. The Promoter is responsible for determining whether a person is eligible to enter in its absolute discretion.
How to Participate	To participate in the Promotion participants must, between the Promotion Period: <ol style="list-style-type: none">1. Follow 13cabs on [social platform, e.g., Instagram or Facebook].2. Submit 2-3 sentences via DM or email explaining why they LOVE travelling with 13cabs.3. Agree to provide a testimonial post-ride, which may be shared on 13cabs' social media channels.
Multiple Entries	Entrants can enter as many DMs as they like on, as long as each entry meets these Terms and Conditions. However, participants can only win one Prize.
Winner Notification	The winners will be contacted individually via their preferred contact method and will receive a personal reply on their DM.

GENERAL TERMS & CONDITIONS

1. The details above and the following clauses collectively form the terms and conditions of the Promotion (**Terms and Conditions**).
2. All dollar values are in Australian dollar currency.
3. Each participant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a participant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the participant and free of any claims that they infringe any third party rights. Entries must not have been published previously and/or have been used to win Prizes in any other competitions.
1. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
2. The Promotion is not valid in conjunction with any other offer.
3. The Promotion may be extended at the Promoter's absolute discretion.
4. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g.

multiple names) will be disqualified.

5. The Promoter reserves the right to reclaim a Prize from an participant if the Participating Product corresponding to the successful entry is returned after the entry has been processed and the Prize has been fulfilled. This clause does not limit or affect the participant's rights with regards to warranties on the Participating Product.
6. All participants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility or breach of these Terms and Conditions after the Promoter has awarded a Prize to the ineligible person. Payment of the Prize value to the Promoter may be required by the Promoter if this occurs.
7. Winners are responsible for ensuring their correct personal information and contact email address are provided to the Promoter and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an participant fail to receive their Prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
8. The Promoter does not warrant that third party service providers including without limitation social media providers necessary for the Promotion will be available or any/all Participating Products will be available at all times during the Promotion Period.
9. Any costs associated with accessing third party services providers including without limitation social media platforms are the participant's responsibility and may be dependent on the internet service provider used.
10. The Promoter may, in its sole discretion, declare any participant or winner invalid and/or reclaim a Prize if the participant/winner:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, the Prize supplier, another participant or potential participant of, or anyone else associated with, this Promotion;
 - (b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - (c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
11. The Promoter reserves the right, at any time, to verify the validity of entries and participants (including, without limitation, an participant's identity, age and place of residence). Errors and omissions may be accepted or rejected at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
12. Entries must not contain any material which is, in the opinion of the Promoter, offensive, insulting, defamatory, inappropriate, obscene, unsuitable, scandalous, infringing content, rude or otherwise objectionable. The Promoter reserves the right, in its sole discretion, to reject any entries which do not comply with these Terms and Conditions and will not provide any notification nor reasons for rejection. Entries that do not comply with these Terms and Conditions of entry will be deemed invalid and are not eligible to win.
13. 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 modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
14. It is a condition of accepting the Prize that the participant must comply with all the conditions of use of the Prize and Prize supplier's requirements. The participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or Prize supplier in their absolute discretion. The Prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the Prize as stated.
15. The Promoter may communicate or advertise this Promotion via social medial platforms (**Platforms**) including, without limitation, Facebook, TikTok and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with these Platforms. Entrants are providing their information to the Promoter and not to the Platforms. Each participant completely releases the Platforms from any and all liability.
16. The Prize is subject to availability, not transferable and not exchangeable for cash.
17. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute another Prize of equal or greater value for that Prize, or element of it, subject to the approval of any relevant authority.
18. Entrants are advised that tax implications may arise from accepting the Prize and they should seek independent financial advice prior to acceptance of that Prize.
19. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
20. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or 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 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 variation in gift value to that stated in these Terms and Conditions;
 - (e) any tax liability/implications incurred by an participant; or
 - (f) use of a Prize.
21. Any attempt to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
22. The Promoter reserves the right at any time to cease the Promotion or amend the terms of the Promotion if all or part of the Promotion and/or terms are or are likely to be considered a breach of any applicable laws or regulations in any of the countries in which the Promotion is run.
23. In participating in the Promotion and accepting the Prize, each winner agrees to participate and co-operate as required in all editorial and marketing activities relating to the Promotion, including, without limitation, being interviewed, photographed and video recorded (**Material**). Each winner agrees to granting the Promoter a perpetual, non-exclusive, non-revocable, and royalty-free licence to use such Material in all media worldwide, including, without limitation, online social networking sites, and the winner will not be entitled to any fee for such use.

DELIVERY

24. Winners should receive their Prize within 60 days from after the winner has confirmed their details for delivery.
25. The Promoter will make reasonable efforts to deliver Prizes to the addresses provided by winners. The Promoter highly recommends a current residential street address be provided for ease of correspondence and delivery. The Promoter cannot guarantee that any Prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to winners.
26. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for Prizes that are damaged, stolen, misdirected or lost in transit.

PERSONAL INFORMATION

27. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and address'. All information participants provide will be used by the Promoter for the purpose of administering this Promotion and awarding the Prizes. The Promoter may disclose participants' personal information to the Prize supplier as well as the Promoter's contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.
28. The Promoter will otherwise handle entrants' personal information in accordance with its Privacy Policy which can be accessed at <https://www.a2baustralia.com/privacyPolicy/>
29. Entrants may request access or to update your personal information or lodge a complaint to the Promoter's Privacy Officer by sending an email to privacy@a2baustralia.com