

CLUTCH CLUB – COMPETITION TERMS AND CONDITIONS

Last updated: 3/11/2025

These Competition Terms & Conditions govern the prize draws (“**Giveaways**”) run by Clutch Club Operations Pty Ltd (“**Clutch Club**”) (ABN 76 687 518 047) (“**we**”, “**us**”, “**our**”). By becoming a Member of our service, you are automatically entered into our Giveaways and agree to these Terms.

These Terms are to be read together with our **Membership Terms & Conditions** and our **Privacy Policy** [<https://clutchclub.com.au/legal/>]. If there is any conflict, these Competition Terms & Conditions apply to the Giveaways.

1. ELIGIBILITY

- (a) Entry is open only to individuals who:
 - (i) are 18 years or older;
 - (ii) are residents of Australia; and
 - (iii) hold an active, paid Membership at the time of the draw.
- (b) Residents of the Australian Capital Territory (**ACT**) and South Australia (**SA**) are not eligible to enter.
- (c) Employees, contractors, and immediate family members of Clutch Club are not eligible to enter.

2. ENTRY MECHANISM

- (a) Members are automatically entered into Giveaways based on their Membership Tier.
- (b) The number of entries allocated each month is set out in the Membership Terms & Conditions [<https://clutchclub.com.au/legal/>].
- (c) No additional purchase is necessary beyond maintaining an active Membership.
- (d) If a Member cancels their Membership before the draw date, their entries for that draw will be forfeited.

3. GIVEAWAY PERIOD

- (a) We conduct two Giveaways each calendar month:
 - **Minor Giveaway:** prize pool of approximately AUD \$1,000.
 - **Major Giveaway:** prize pool of approximately AUD \$10,000.
- (b) Specific draw dates and times will be published on our website.

4. DRAWS AND JUDGING

- (a) Each Giveaway is a game of chance. Winners are selected randomly from eligible entries using an electronic random draw system. www.randomdraws.com.au
- (b) Draws are conducted at 7 Summerfield Street Aspley 4034 and may be witnessed and recorded.
- (c) All decisions regarding the draws are final and binding, subject to any directions from relevant regulators.

5. PRIZES

- (a) Prize details will be announced on our website for each Giveaway.
- (b) Prizes are not transferable, exchangeable, or redeemable for cash, except as required by law.
- (c) If a Prize becomes unavailable, we may substitute it with a Prize of equal or greater value.
- (d) Winners are responsible for any taxes, duties, or charges associated with claiming or using a Prize.

6. ANNOUNCEMENT OF WINNERS

- (a) Winners will be notified by email or phone within 2 business days of the draw.
- (b) Winners' **first name and the first initial of their surname** will be published on our website and/or our social media channels.
- (c) If a winner cannot be contacted or does not claim their Prize within 14 days, we may conduct a redraw.

7. UNCLAIMED PRIZES

- (a) We will make reasonable efforts to contact winners using the contact details provided in their Membership account. However, we are not responsible if a winner does not receive a notification due to:
 - (i) incorrect or out-of-date contact details;
 - (ii) email security or filtering settings (e.g. spam or junk folders); or
 - (iii) failure to check messages or update details with us.
- (b) If a winner does not claim or accept their Prize within **14 days** of being notified, they will forfeit the Prize and will no longer be entitled to it.
- (c) If a Prize is unclaimed or forfeited, we may conduct a redraw in the same manner as the original draw, from the pool of valid entries, subject to any directions from a regulator.
- (d) Any redraw will take place within a reasonable time after the original claim period has expired. Winners of any redraw will be notified in the same way as the original draw.

8. PRIVACY

- (a) We collect, use, and disclose personal information from entrants (including name, contact details, and Membership information) for the purposes of:
 - (i) conducting the Giveaways, including contacting and verifying winners;
 - (ii) publishing winners' first name and the first initial of their surname on our website, social media, or other promotional channels; and
 - (iii) carrying out marketing and promotional activities related to our Membership program, unless you opt out of receiving such communications.
- (b) We may disclose personal information to third parties where necessary for the purposes above, including:
 - (i) our service providers (such as Stripe for payment processing, marketing and IT support providers);
 - (ii) Partner brands providing Prizes or discounts; and
 - (iii) regulatory authorities if required by law.
- (c) Some third-party service providers may be located outside Australia. By entering a Giveaway, you consent to your personal information being disclosed to overseas recipients where reasonably necessary for the purposes above.
- (d) By entering a Giveaway, you consent to us using your personal information as described in this clause and acknowledge that winners may also be asked to participate in reasonable promotional activities (such as publicity, photography, or social media posts) without further payment.
- (e) We handle all personal information in accordance with the *Privacy Act 1988* (Cth) and our **Privacy Policy**, available at [<https://clutchclub.com.au/legal/>]. Our Privacy Policy explains how you may access or correct your personal information or make a privacy-related complaint.

9. LIABILITY

- (a) Nothing in these terms limits your rights under the Australian Consumer Law (ACL).
- (b) To the maximum extent permitted by law:

- (i) we are not responsible or liable for the actions, omissions, products, or services of third parties (including Partners);
- (ii) we make no guarantees that any particular Prize, Partner discount, or offer will remain available; and
- (iii) our liability for any claim in connection with a Giveaway is limited to re-supplying the relevant Giveaway or Prize.

10. GENERAL CONDITIONS

- (a) All decisions regarding the conduct of a Giveaway (including the draw and awarding of Prizes) are final and binding, subject to any directions from a regulator. No correspondence will be entered into.
- (b) We are not responsible for any communications (including winner notifications) that are late, lost, misdirected, or not received due to technical disruptions or incorrect or out-of-date contact details.
- (c) It is your responsibility to ensure your contact details in your Membership account remain accurate and up to date.
- (d) We may disqualify any entrant who we reasonably believe has tampered with the entry process, breached these terms, or interfered with the fair and proper conduct of a Giveaway. Failure by us to enforce any right does not constitute a waiver of that right.
- (e) Nothing in these terms excludes, restricts, or limits any rights or remedies you may have under the Australian Consumer Law.
- (f) We are not responsible for delays or failure to perform due to events outside our reasonable control (including natural disasters, pandemics, IT failures, or government restrictions). If a Giveaway cannot be run as planned, we may cancel, suspend, or modify it, subject to any directions from a regulator.
- (g) These terms are governed by the laws of Queensland, and you submit to the exclusive jurisdiction of the Queensland courts.

11. DEFINITIONS

In these Terms, unless the context requires otherwise:

Giveaway means a trade promotion lottery (game of chance) run by us as part of the Membership program, including Minor Giveaways and Major Giveaways.

Member means an individual who holds an active, paid Membership at the time of entry, in accordance with the Membership Terms & Conditions.

Membership means the subscription arrangement between you and us under which you pay Membership Fees in exchange for benefits, including automatic entry into Giveaways.

Membership Tier means the level of Membership you select when signing up (e.g. One Hit Wonder, Rookie Package, Pro Package, All Star Package), which determines the Membership Fees payable and the benefits available to you.

Partner means a third-party brand or business that provides offers, discounts, or Prizes as part of the Membership program.

Prize means any prize offered in a Giveaway in accordance with these Terms.

you, your means the Member and entrant.