

Tel: +61 3 9761 6622 Postal Address: Fax: +61 3 9721 9093 PO Box 105, Kilsyth, arb.com.au Victoria 3137 Australia

Street Address: 42-44 Garden Street, Kilsyth, Victoria 3137 Australia

## **PROMOTION TERMS AND CONDITIONS**

## **Schedule to Terms & Conditions of Entry**

| Promotion Name              | ARB BLACK FRIDAY SALE  |
|-----------------------------|--|
| Eligible States/Territories | All States and Territories of Australia (In-Store Only)  |
| Promotion Period            | Start: 9.00am 28 November 2025   |
|                             | End: 3.00pm 30 November 2025   |
|                             | Subject to Stock Availability, ARB may in its absolute discretion reduce or extend the Promotion Period.   |
| Website Address             | Not Applicable.  |
| Promoter                    | ARB Corporation Ltd. ABN: 31006708756 42-44 Garden Street Kilsyth VIC 3137 Australia   |
| Eligible Participants       | Entry to the promotion is open to Australian residents who fulfil the method of entry requirements and are 18 years of age or older.  Persons under the age of 18 years are not considered adults and are therefore not eligible to enter.  Persons and/or any vehicles outside of Australia are not eligible to participate in the Promotion and are not eligible to receive any Eligible Products and will be disqualified from entering the Promotion.  An eligible Purchase must be made in person, in-store, and in full, from an authorised ARB Store or participating Stockist. |



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# Details of Promotion [Eligible Products]

When a retail customer in Australia purchases ARB branded Products in-store from authorised ARB Stores and participating ARB Stockists, the customer will have the opportunity to purchase Products and receive the benefit of discounts, clearance specials, trade/VIP pricing and bonus products.

Discounts, clearance specials, trade/VIP pricing and bonus products may vary from store to store and between locations and are only available in the store or location where they are offered and are not transferrable to or between authorised ARB Stores or participating Stockists.

Promotion benefits and offers may or may not include, subject to the relevant ARB Store or participating Stockist:

- Trade or VIP Pricing
- Discounts of up to 90% on over stocked or clearance products
- ARB Edition Prado Pack
- Earth Camper Bonus Bundles
- MITS Alloy Bonus Bundles

\*Please note that the Promotion does not include any discounts to colour coding or fitment charges and/or labour costs for fitment of the Product to the vehicle.

#### Method of Redemption

To participate in and receive the benefit of the Promotion, a customer in Australia must attend any authorised ARB Store or participating Stockist in person. No redemption is available online.

Eligibility for the Promotion and the application of any relevant discount, will occur when the ARB store or participating Stockist takes payment for the retail customer's order.

Products purchased under these terms and conditions are for personal use only and are not intended for resale or permitted to be resold through any channels unless expressly authorised in writing by ARB Corporation Ltd.



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#### **Terms & Conditions of Entry**

- 1. Information surrounding the Eligible Products form part of these terms & conditions (**Terms of Entry**). The Terms of Entry must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of Entry. Where there is any inconsistency between these Terms of Entry and the Schedule, the Schedule prevails. Participation in this Promotional campaign is deemed acceptance of these Terms of Entry.
- 2. These Terms of Entry are issued by ARB Corporation Limited (ACN 006708756) of 42-44 Garden Street, Kilsyth, Victoria, Australia 3137 (the Promoter).
- 3. Eligibility is open only to legal residents of the eligible regions who satisfy the Method of redemption and who follow and comply with all instructions and requirements of the Promoter relating to the Promotion. Only the person who originally entered the Promotion as an eligible participant, shall be provided with the Eligible Products.
- 4. Eligibility to enter the Promotion is only to residents who purchase any Eligible Products from an authorised ARB Store or participating ARB Stockist that is included in this promotional offer.
- 5. The Promoter accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected entries or for any technical malfunction of any communications network.
- 6. Products purchased under these Terms of Entry are for personal use only and are not intended for resale or permitted to be resold through any channels unless expressly authorised in writing by the Promoter.
- 7. The Promoter reserves the right to refuse to apply any discount to Eligible Products to a participant who the Promoter decides, in its sole and absolute discretion, has violated these Terms of Entry, gained unfair advantage in participating in the Promotion or obtained the Eligible Products using fraudulent means.
- 8. Unless otherwise stated, the participant is responsible for all expenses in getting to and from the ARB store or participating stockist to purchase the Eligible Products the subject of this Promotion.
- 9. All Participants must follow the Method of Redemption during the Promotion period to enter the Promotion and redeem the Eligible Products. Failure to do so will result in an invalid entry in the Promotion. ARB will not advise a participant if their entry is deemed invalid.
- 10. The Eligible Products associated with this Promotion will be supplied to all Participants who meet its requirements, subject to stock availability at the ARB Store or participating Stockist at which the purchase is being made. If the Participant does not meet the requirements for entry into the Promotion, the Participant will not be entitled to receive the applicable benefit, bonus or discount.
- 11. The Promoter takes no responsibility where it is unable to contact Participants who are eligible but have not provided correct or complete contact details. If a Participant's contact details change during the promotional period, it is the participant's responsibility to notify the Promoter. A request to access or modify any participant's personal information should be directed to the Promoter.
- 12. If despite the foregoing clause, the Promoter incurs a liability to an participant under any law which implies a Warranty into these Terms of Entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
- 13. The time of entry will be deemed to be time and date of purchase of the Eligible Product/s in accordance with these Terms of Entry and in the event of any dispute, the Promoter shall be permitted in it's absolute discretion to determine the time of entry.
- 14. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.

# 4X4 ACCESSORIES

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- 15. Without limiting any of the foregoing, in no circumstances will a Participant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
- 16. The Promoter and its associated agencies, affiliates and companies will not be liable for any damage in transit to or delay in transit of Eligible Product/s.
- 17. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any Participants, subject to any written directions from a regulatory authority. Without limiting this Clause, the Promoter reserves the right to verify the validity of entries, Eligible Product claims and Participants and to disqualify any Participant who submits an entry or Eligible Product/s claim that is misleading or not in accordance with these Terms of Entry or who manipulates or tampers with the entry process. If a Participant breaches these Terms of Entry, the Participant will forfeit the Eligible Product/s in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage during or following the conclusion of the Promotion does not constitute a waiver of those rights.
- 18. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of Entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities (if applicable).
- 19. All entries in the Promotion become the property of the Promoter. Participants consent to the Promoter using the personal information provided in connection with this Promotion for the purposes of facilitating the conduct of the Promotion and awarding any discounts in respect of Eligible Product/s, including the provider of the Eligible Product/s and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant. Whilst a Participant in the Promotion is under no obligation to do so, if a Participant in the Promotion does not provide their correct and accurate personal information to the Promoter, the participant may be ineligible to claim Eligible Product/s in the Promotion subject at all times to the absolute discretion of the Promoter.
- 20. The collection and disclosure of personal information provided in connection with this Promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (Cth) and Australian
- 21. The Promotion and these Terms of Entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Participants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
- 22. All decisions and actions of the Promoter in relation to the Promotion and/or the redemption of any benefit, discount or bonus on the Eligible Product/s are exercised at its absolute discretion and are final. No discussions or correspondence with participants or any other person will be entered into.



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- 23. Facebook, YouTube, Instagram, TikTok, LinkedIn, Snapchat or any other social or electronic media or platform may be used to advertise or promote the Promotion. By entering the Promotion, participants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media or electronic media platform including but not limited to Facebook, YouTube, Instagram, TikTok, LinkedIn or Snapchat; and to release such social media or electronic media platform from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the
- 24. The Promoter reserves the right to modify, suspend or terminate the Promotion without notice.
- 25. To the greatest extent permitted by law, all Participants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of the acceptance of any Eligible Product/s 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.
- 26. These Terms of Entry will bind this and any future entry by you into the Promotion and may be updated from time to time.