

PROMOTER

1. The Promoter is Penske Automotive Australia Pty Ltd (ABN: 53 676 147 158) of 72 Formation Street, Wacol, Queensland 4076, email: sales@porschemelbourne.com.au ("Promoter").

TERMS AND CONDITIONS

2. The Promoter intends to provide purchasers of Porsche Approved vehicles between 17 May 2026 to 31 May 2026 (dates inclusive) ("Promotion Period") with the opportunity to participate in the Sandown International Motor Raceway track experience at 591-659 Princes Hwy, Springvale VIC 3171 ("Track Experience").

3. A participant may receive one (1) complimentary Track Experience for the purchase of a Porsche Approved vehicle during the Promotion Period at any of the following locations ("Locations"):

- a) Porsche Centre Melbourne, 109-111 Victoria Parade, Collingwood VIC 3066;
- b) Porsche Centre Doncaster, 839 Doncaster Rd, Doncaster VIC 3108;
- c) Porsche Centre Brighton, 855 Nepean Hwy, Bentleigh VIC 3204; or
- d) Porsche Centre Melbourne Sales Haus, 359 Plummer Street, Port Melbourne VIC 3207

subject to these Conditions.

4. Information on how to enter the 'Track Experience Promotion' ("Promotion"), the Promotion Period and other relevant information forms part of these terms and conditions ("Conditions").
5. Participation or attempted participation in the Promotion is deemed acceptance of these Conditions and of the Promoter's privacy policy which can be viewed at <https://www.penskeanz.com/compliance-legal/>. Participants' personal information will be dealt with in accordance with applicable privacy laws and the Promoter's privacy policy. Immediately upon submission by a participant, entries become the sole property of the Promoter.
6. By participating in the Promotion, participants acknowledge and agree:
 - a) these Conditions do not form a sale and purchase agreement of a Porsche Approved vehicle between the Promoter and Participant; and
 - b) any agreement by the Promoter to sell a Porsche Approved vehicle must be subject of a separate agreement.

WHO CAN ENTER

7. Entry is only open to participants who:
 - a) Purchase a Porsche Approved vehicle during the Promotion Period at a Location;
 - b) Pay for the Porsche Approved vehicle from a Location during its trading hours before 31 May 2026 and take delivery prior to 15 June 2026 and do not subsequently exercise their right to cool off;

- c) Is the registered owner of the Vehicle, or where the Porsche Approved vehicle is purchased in the name of a company or trust, the Promoter may, at its sole discretion, permit one natural person nominated by that company or trustee (as applicable) to be treated as the eligible participant for the purposes of the Promotion, provided that nominated person satisfies the requirements in paragraphs d) to f) and clause 11.c).
 - d) Is aged over 18 years;
 - e) Is not a motor dealer, holds a motor dealer licence or be required to hold a motor dealer licence;
 - f) Does not carry on (or be involved in the carrying on of) a business involving the provision of motor vehicles for commercial purposes;
 - g) Complete all the entry requirements outlined in clause 11; and
8. Notwithstanding clause 7, the Promoter has the absolute discretion to determine whether a person is an eligible participant or a Vehicle is a Porsche Approved vehicle.
9. Directors and employees of the Promoter including their immediate families, agencies, companies associated with the Promotion and staff of Porsche Dealers may be eligible to enter upon written approval by the CEO of Penske Automotive Australia.

PROMOTION PERIOD

10. The Promotion commences on 17 May 2026 at 7:30am Australian Eastern Standard Time ("AEST") and concludes on 31 May 2026 at 5:30pm AEST ("Promotion Period").

HOW TO ENTER

11. To enter the Promotion, eligible participants must, during the Promotion Period:
- a) Purchase a Porsche Approved vehicle from a Location during its trading hours before 31 May 2026;
 - b) Pay for and take delivery of a Porsche Approved vehicle from a Location during its trading hours before 31 May 2026;
 - c) Complete the registration form which will be provided by the Promoter's staff, including by:
 - i. supplying their name, address, email address, and phone number and postcode;
 - ii. accurately complete such other forms, and provide such information, as the Promoter requires; and
 - iii. accepting these Conditions and the Promoter's privacy policy (which can be accessed at <https://www.penskeanz.com/compliance-legal/>).
12. Number of Permitted Entries: one (1) entry per eligible participant.

ENTRIES

13. The Promotion is exclusive to the Locations.

14. The Promoter does not guarantee under any circumstances that a Porsche Approved vehicle will be available or allocated to the eligible participant. The Promotion is subject to availability of the Porsche Approved vehicles and while stocks last and can be substituted or removed without notice.
15. All eligible participants must have completed the required steps as outlined in the "How To Enter" section of these Conditions to participate in the Promotion.
16. A valid entry will be deemed to be received at the time when the eligible participant has accurately completed all the requirements in clause 11.
17. The Promoter accepts no responsibility for late, lost, misdirected, indecipherable, incorrect or incomplete entries.
18. The Promoter does not warrant that the entry mechanism will be available at all times.
19. The Promoter reserves the right, at any time, to verify the validity of entries and eligible participants (including the identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached these Conditions, tampered with the entry process or engaged in any unlawful or other misconduct which may jeopardise the fair and proper conduct of the Promotion. Errors and omissions will be addressed by the Promoter in its sole 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.
20. If there is a dispute as to the identity of the eligible participant, the Promoter reserves the right, in its sole discretion, to determine whether the eligible participant will be allowed to continue participating in the Promotion.
21. All eligible participants must do so in good faith and must not use:
 - a) Their participation in the Promotion; or
 - b) Any data or information the participants obtains by reason of their participation in the Promotion for any purpose:
 - i. other than their participation in the Promotion; or
 - ii. that may adversely affect or impact on the Promoter.

NOTIFICATION OF TRACK EXPERIENCE AND OFFER

22. Within 48 hours (or as soon as is practicable) of a purchase of a Porsche Approved vehicle and receipt of any such other information the Promoter has requested, the Promoter may contact the eligible participant to confirm the Track Experience ("Offer").
23. Any acceptance of the Promoter's Offer must be communicated to the Promoter in writing within 7 days of the Offer being communicated or such other earlier date as the Promoter may nominate by notice in writing to the eligible participant.

- 24. The Track Experience is redeemable on a specific date to be advised by the Promoter.
- 25. Notwithstanding anything to the contrary in these Conditions, the eligible participant acknowledges and agrees any Offer made by the Promoter is conditional on and subject to the signing of any usual legal documentation as and in the form required by the Promoter in its absolute discretion.
- 26. Without prejudice to any of its other rights under these Conditions, the Promoter may upon written notice vary or withdraw its Offer at any time at its sole discretion and without explanation prior to an eligible participant concluding its purchase of a Porsche Approved vehicle from a Location.

USE OF THE TRACK EXPERIENCE AND RESTRICTIONS

- 27. The Track Experience must be undertaken by the registered owner of the Porsche Approved vehicle purchased by the eligible participant during the Promotion Period at a Location and driven only by the registered owner. The eligible participant may invite one (1) additional person to attend the Track Experience as a passenger of the eligible participant, provided that person is aged 18 years or over.
- 28. No insurance is provided by the Promoter in connection with the Track Experience. The eligible participant is solely responsible for arranging and maintaining any insurance they consider necessary.
- 29. In the event that eligible participant is unable to attend the Track Experience, they will forfeit their right to the Track Experience and no substitute will be offered.
- 30. The Track Experience is not exchangeable or redeemable for cash. The Track Experience must be taken as offered or directed by the Promoter and may only be varied in writing at the sole discretion of the Promoter.
- 31. The exchange or transfer of the Track Experience to another person is strictly prohibited.
- 32. The eligible participant's Track Experience will be determined at the sole discretion of the Promoter following all the Promoter's validation and verification requirements being met to its satisfaction. In the event that eligible participant cannot provide suitable validation or verification within the time requested by the Promoter, they will forfeit their right to the Track Experience and no substitute will be offered.
- 33. The eligible participant must take delivery of a Porsche Approved vehicle from a Location during its trading hours before 31 May 2026 and failing this, the eligible participant forfeits all entitlements to the Track Experience and all components thereof and no substitute or compensation will be supplied in lieu of the Track Experience.

PUBLICATION

- 34. By entering the Promotion, the eligible participant consents to their name and image being published by the Promoter, including on the Promoter's social medial channels following notification of an Offer by the Promoter.

GENERAL

35. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the date and in the manner described in these Conditions, including but not limited to pandemic, epidemic, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same Conditions, subject to any written directions given under any law or regulation.
36. The Promoter may vary these Conditions or the Track Experience at any time. The Promoter may cancel or suspend the Promotion at any time in its sole discretion.
37. Without limiting any other terms herein, the participants hereby release the Promoter and indemnify them against any actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) suffered by the Promoter arising from or in connection with the participant's breach of these Conditions, or participation in the Promotion.
38. The Promoter (including its officers, employees, contractors and/or representatives) shall not be liable (including for any negligence) for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect, special or consequential loss or damage) or for any personal injury suffered or sustained in any way arising under or in connection with the Promotion or these Conditions, except for any liability which cannot be excluded by law. To the maximum extent permitted by the law, the eligible participant releases and indemnifies the Promoter in respect of any loss or damage whatsoever and howsoever arising.
39. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the participant or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
40. Nothing in these Conditions limits, excludes or modifies or purports to limit, exclude, or modify an individual's statutory guarantees as provided under the *Promotion and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees) 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.
41. The Promoter accepts no responsibility for any tax liabilities that may arise from accepting the Offer. Independent financial advice should be sought as tax implications may arise as a result of accepting the Offer.
42. The eligible participant must, at the Promoter's reasonable request, participate in any promotion activity (such as publicity and photography) relating to the fulfilment of the Promoter's Offer, free of charge, and they consent to the Promoter using their name and imagery in any future promotional material related to this Promotion.

43. Time is of the essence in these Conditions. Eligible participants must strictly comply with all time requirements set out in these Conditions.
44. The Promoter complies with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. All entries remain the property of the Promoter. Details from entries will be collected and used for the purposes of conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes surrounding the Promotion. By entering the Promotion, each participant consents to the use of their information as described and as set out in the Promoter's privacy policy (available at <https://www.penskeanz.com/compliance-legal/>), and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, publicity purposes and marketing without any further reference or payment to the participant. Participants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter at the address stated in clause 1 of these Conditions of Entry or via the following email address privacy@penskeanz.com.
45. The Promotion, and these Conditions are governed by the laws in force in Victoria, Australia. Each eligible participant hereby submits to the exclusive jurisdiction of the courts of Victoria, Australia for the resolution of any issue, dispute or matter arising under or in connection with the Promotion and these Conditions.