

TERMS AND CONDITIONS

Avis AUSTRALIA & Avis NEW ZEALAND: 80th BIRTHDAY COMPETITION TERMS & CONDITIONS

Defined Terms

Offer	means the '80 th Birthday' competition.
Offer Period	means the period the Offer commences and closes as set out in the General Terms and Conditions.
Entrant	means an individual person who has successfully submitted an Entry in the Offer.
Entry or Entries	means the submission, and all associated content, made by an Entrant in order to participate in the Offer.
Non-Excludable Guarantee	means the statutory consumer guarantees as provided under <i>Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth)</i> or the <i>Consumer Guarantees Act 1993 (NZ)</i> , as applicable.
Prize or Prizes	means the item or items awarded to Winner or Winners by the Promoters.
Winner or Winners	means the Entrants who win the Offer as administered by the Promoters in accordance with the General Terms and Conditions.

Schedule

Name of Offer	80 th Birthday Competition
Promoters	In Australia: WTH Pty Limited (ACN 000 165 855) Suite 2, Level 10, 163 O'Riordan Street, Mascot, NSW, 2020 In New Zealand: Avis Rent A Car Limited (Company number: 166704) Millennium 2, Building C, Level 3, 600 Great South Road, Ellerslie, Auckland
Offer Period	7 April 2026 – 15 May 2026
Eligibility requirements	Entrants must: a) be 18 years or older; and b) be an Australian or New Zealand resident; and c) make a booking (through the relevant URL) with one of the Promoters during the Offer Period for a car rental in Australia or New Zealand commencing and ending (i.e. return the vehicle) during the Valid Travel Period.
Valid Travel Period	7 April 2026 until 30 June 2026
Prizes	The winners will receive the following Prize: a) 40 winners will be selected from entries from Australian residents to each win a prepaid gift card valued at AUD\$100.00; and

	<p>b) 40 winners will be selected from entries from New Zealand residents to win each a prepaid gift card valued at AUD\$100.00.</p>
Total Pool Prize	<p>The Total Pool Prize is:</p> <p>a) In Australia, AUD\$ 4,000.00; and b) In New Zealand, AUD\$ 4,000.00.</p>
How to enter	<p>All entrants can enter by making a booking through the relevant URL as follows:</p> <p>a) For Australian Residents: https://www.avis.com.au/en/deals/au-offers/80th-birthday-2026</p> <p>b) For New Zealand Residents: https://www.avis.co.nz/en/deals/nz-offers/80th-birthday-2026</p>
Entry limit	<p>Each booking will be counted as an entry.</p> <p>An entry will not be valid until the rental is completed. A rental is considered completed upon return of vehicle after the rental period.</p> <p>Entries failing to meet the entry requirements will be discarded.</p>
Winner notification	<p>Winners will be notified by phone or email by:</p> <p>a) 5:30pm (AEST) on 15 July 2026 (if residing in Australia); and b) 7:30pm (NZDT) on 15 July 2026 (if residing in New Zealand)</p> <p>Winners will be contacted by the Promoters or as assigned by:</p> <p>a) In Australia: WTH Pty Limited (ACN 000 165 855) of Suite 2, Level 10, 163 O'Riordan Street, Mascot, NSW, 2020; and b) In New Zealand: Avis Rent A Car Limited (Company number: 166704) of Millennium 2, Building C, Level 3, 600 Great South Road, Ellerslie, Auckland</p>

GENERAL TERMS AND CONDITIONS

1. These Terms and Conditions must be read together with the Schedule for this Offer and the Defined Terms. The Schedule contains particulars of the Offer and forms part of these Terms and Conditions.
2. **Entry to the Offer constitutes acceptance of these Terms and Conditions.**
3. By entering the Offer, entrants accept and acknowledge full responsibility for their decision to participate in the Offer and to take the Prize if they are the winner.
4. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.
5. All entry instructions and prize information published by the Promoters form part of these Terms and Conditions.
6. The Offer is conducted by the Promoters:
 - a) In Australia: WTH Pty Limited (ACN 000 165 855) of Suite 2, Level 10, 163 O'Riordan Street, Mascot, NSW, 2020; and
 - b) In New Zealand: Avis Rent A Car Limited (Company number: 166704) of Millennium 2, Building C, Level 3, 600 Great South Road, Ellerslie, Auckland.

7. Entry is open only to Australian & New Zealand residents who comply with the **Eligibility requirements** (if any) and any Entry Limits. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoters (or of its related bodies corporates), are ineligible to enter.
8. All entrants must be 18 years or older.
9. Any person who is discovered to have used or attempted to use more than one name in order to enter any Offer run by the Promoters more than once, except in the case of a legal change of name in this Offer, is ineligible to enter this Offer.
10. All entries to the Offer may be subject to verification by the Promoters. An entrant must, within seven (7) days of being asked and at the Promoters' cost, allow the Promoters to inspect and copy any documents that the Promoters may request establishing eligibility to enter the Offer, including but not limited to receipts, evidence of age, residence and identity.
11. The Promoters may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that the winner cannot provide suitable proof of eligibility, they will forfeit the Prize in whole and no substitute or compensation will be offered.

Entry

12. The Offer commences and ends as follows:

In Australia:

- **Opens** on 7 April 2026 and
- **Ends** at 11:59pm (AEST) on 15 May 2026.

In New Zealand:

- **Opens** on 7 April 2026 and
- **Ends** at 11:59pm (NZDT) on 15 May 2026.

(the **Offer Period(s)**).

13. To enter the Offer, entrants must, during the Offer Period, click on the competition advertisement which will lead entrants to a booking page. Entrants must then make a booking with one of the Promoters during the Offer Period for a car rental in Australia or New Zealand commencing and ending (i.e. return the vehicle) during the Valid Travel Period.
14. An entrant's entry must not be:
 - a) late;
 - b) delayed;
 - c) incomplete; orwhere it requires input in entrants' own words, must not be:
 - d) incomprehensible;
 - e) unlawful or capable of violating any law or giving rise to a civil action;
 - f) obscene;
 - g) defamatory or libellous;
 - h) threatening or harassing;
 - i) pornographic or contain nudity;
 - j) hateful;
 - k) offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;
 - l) incite or be capable of encouraging conduct that would be considered a criminal offence;
 - m) in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Offer; or
 - n) include brand names and logos of products or services other than that of the Promoters or RNZB.
15. Entrants must ensure that their entries are received by the Promoters during the Offer Period. All entries are deemed to be received at the time of receipt by the Promoters, not the time of transmission by the entrant. The Promoters takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any

delays or failures in any telecommunications services or equipment. The Promoters is not liable for any consequences of user error including (without limitation) costs incurred.

16. Any costs associated with accessing a website or app in order to make their entry, are the responsibility of the person seeking access and are dependent on the service provider used.
17. Entrants must make their website or app entries manually. The Promoters may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
18. Should an entrant's contact details change at any time between the date on which they enter the Offer, that entrant must notify the Promoters of their correct contact details immediately.
19. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.
20. The Promoters may, at its absolute discretion, declare any or all entries made by an entrant to be invalid if the entrant:
 - a) fails to establish their entitlement to win the Offer to the Promoters' satisfaction; or
 - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoters, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions.
21. By entering the Offer, the winner and their guest agree that:
 - a) if requested by the Promoters, the winner and their guest will, or may be required to:
 - i. provide comments about the Offer and/or a photograph or audio-visual clip of themselves; and
 - ii. participate in all promotional and publicity activity in connection with the Offer;
 - b) the Promoters may use their name, image, location, comments, photographs or clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the winner and their guest/s or any other person;
 - c) the Promoters may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - d) the Promoters may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
 - e) the winner and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials.
22. Use or any publication of entries during or after the Offer Period (in any form of media) does not mean that an entrant has been selected as a winner in the Offer, and that entrant may not be awarded a Prize.

Winners

23. There will be eighty (80) winners determined from all entries received during the Offer Period.
24. The winners will receive the following Prize:
 - a) 40 winners will be selected from entries from Australian residents to each win a prepaid gift card valued at AUD\$100.00; and
 - b) 40 winners will be selected from entries from New Zealand residents to win each a prepaid gift card valued at AUD\$100.00.
25. The Winners will be contacted via phone or email by:
 - a) 5:30pm (AEST) on 15 July (if residing in Australia); and
 - b) 7:30pm (NZDT) on 15 July (if residing in New Zealand).
26. Winners must reply to the Promoters via email and provide evidence of their identity together with their full name, date of birth, postal address and email address so that the Promoters may arrange for the Prize to be redeemed. Winners must provide such evidence before:
 - a) 5:30pm (AEST) on 22 July 2026 (if residing in Australia); and
 - b) 5:30pm (NZDT) on 22 July 2026 (if residing in New Zealand).

27. Winners failing to provide the information before the deadline in clause 26 or who fail to provide such other information reasonably required by the Promoters to enable the redemption of the Prize, may forfeit the Prize at the Promoters sole discretion.
28. The Promoters' decisions are final and no correspondence regarding the results will be entered into.
29. All reasonable attempts will be made to contact the winner.

Prize

30. The Prize for this Offer is as set out in paragraph 24 above.
31. The Total Pool Prize value is as set out in the schedule.
32. All Prize values are correct as at the commencement date of each Offer Period and are reflective of the recommended retail price and are in Australian dollars. The Promoters takes no responsibility for any variations in the Prize values due to currency conversion.
33. The Prize must be taken as offered and cannot be varied.
34. If the Prize (or any part of the Prize, if applicable) is unavailable for any reason, the Promoters will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification (subject to any written directions from a regulatory authority). The Promoters accepts no other liability or responsibility for any loss incurred by the winner or any other party if the Prize (or any part of the Prize, if applicable) is unavailable for any reason. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify Non-Excludable Guarantees.
35. The Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
36. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the winner.
37. All aspects of each Prize must be taken together as a package. In the event that for any reason whatsoever the winner does not take the Prize or an element of the Prize at the time stipulated by the Promoters, the Prize or that element of the Prize will be forfeited by the winner.
38. The Prize may be transferred at the Promoters' sole discretion. In the event that the Promoters exercises its discretion to allow the winner to transfer the Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoters may require such acceptance in writing at its absolute discretion.
39. Winners are advised that tax implications may arise from them winning a Prize and they should seek independent financial advice prior to accepting a Prize. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow their local Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
40. The Prize will be awarded to the winner in the Promoters' sole discretion.
41. Prizes may not, without the prior written consent of the Promoters, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoters or the Prize supplier may, at their absolute discretion, withdraw the Prize. Where a ticket has been withdrawn in accordance with this clause no refund, substitute or compensation will be offered and the winner and any person who has purchased or otherwise bears that ticket may be refused entry.

General

42. The Promoters reserves the right to take any action necessary in its sole discretion at any time.
43. The Promoters will provide 48 hours notification of any changes to the operation of this Offer as contemplated throughout these Terms and Conditions by providing a new set of Terms and Conditions for the Offer.
44. Entrants acknowledge that there may be inherent risks in some aspects of the Offer and that participation in the Offer and/or using the Prize may involve participating in dangerous activities. By entering this Offer and/or accepting the Prize, entrants accept that risk (if any).
45. If the Promoters becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms and Conditions, that entrant will have no entitlement to the Prize, even if the Promoters has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.

46. The Promoters reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Offer by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms and Conditions; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Offer. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.
47. To the full extent permitted by the law the Promoters will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any entrant in connection with the Offer or the Prize.
48. If, for any reason, the Offer is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoters that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Offer, the Promoters reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Offer (subject to any written directions from a regulatory authority).
49. The winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The winner and guest must become acquainted with any such additional terms and conditions prior to taking the Prize and the winner and guest agree to be bound by such terms and conditions. The Promoters does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
50. Except for any liability which cannot be excluded by law, the Promoters is not responsible for:
 - a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Offer;
 - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Offer, or by any technical error that may occur in the course of the Offer; or
 - c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or entrants' details.
51. Any attempt to cause damage to any website or the information on any website associated with this Offer or to otherwise undermine the fair and legitimate operation of this Offer may be a violation of criminal and civil laws. The Promoters reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
52. The Promoters and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoters and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them. Nothing in this clause excludes, restricts or modifies the Non-Excludable Guarantees or restricts or modifies any rights or remedies available to the winner under the *Consumer Guarantees Act 1993 (NZ)*.
53. For Australian residents, these Terms and Conditions are governed by the laws of New South Wales. The Promoters and all entrants irrevocably submit to the non-exclusive jurisdiction of New South Wales. For New Zealand residents, these Terms and Conditions are governed by the laws of New Zealand. The Promoters and all entrants irrevocably submit to the non-exclusive jurisdiction of New Zealand.
54. These rules are Terms and Conditions and constitute the entire terms and conditions between the entrant and the Promoters with respect to the Offer. The Promoters may alter, modify, or amend these Terms and Conditions at its sole discretion and will only provide entrants with notice of substantial amendments (subject to the approval of the authorities that have issued permits for the conduct of the Offer).
55. All entries become the property of the Promoters. As a condition of entering into this Offer each Entrant agrees to assign all of their rights, title and interest (including copyright) to the Promoters. Each Entrant warrants to the Promoters that each Entry submitted is an original literary work of the Entrant that does not infringe the rights of any third party. The Entrant agrees to indemnify the Promoters against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their Entry which may otherwise infringe their moral rights pursuant to the Australian Copyright Act 1968 (Cth) or New Zealand Copyright Act 1994.

56. All Entries represents the sole views and opinions of the individual Entrant and do not reflect the views and opinions of the Promoters in any manner. The Promoters acts as a passive conduit for the posting and publication of Entries and, to the extent permitted by law, has no obligation to and expressly disclaims any and all liability in conjunction with screening, monitoring or reviewing the content of the Entries.
57. Nothing in this clause excludes, restricts or modifies any liability which cannot be excluded under the Competition and Consumer Act 2010 (Cth) or the *Consumer Guarantees Act 1993 (NZ)* or any other applicable legislation.

PRIVACY

58. The Promoters collects personal information in order to conduct the Offer and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this personal information. The Promoters is bound by the Australian *Privacy Act 1988 (Cth)* and New Zealand *Privacy Act 2020* (as amended). Entrants' personal information will be collected, used and disclosed as set out in the Avis Privacy Notice for this Promotion at <https://www.avis.com.au/en/privacy/au> or <https://www.avis.co.nz/en/privacy-policy>. In addition to any use that may be outlined in the Promoters' Privacy Policy, the Promoters may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of Australian and New Zealand privacy laws or any other applicable law and how those complaints will be dealt with.
59. Unless otherwise indicated by the Promoters, the Promoters may disclose personal information to entities outside of Australia or New Zealand (for a list of the countries, see the Promoters' Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian or New Zealand privacy laws. By entering the Promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian or New Zealand privacy laws and agree that the Promoters is not liable in this regard.
60. Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoters for the purposes of the entrant's participation in this Promotion has given their express consent for their details to be provided to the Promoters and any of the Related Parties and to be contacted by the Promoters or any of the Related Parties in relation to this Offer.