AutoCrew Australia Pty Ltd Christmas Bosch Power Tool Promotion Terms and Conditions

- 1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 2. Entry is open to all residents in NSW who meet the criteria as per clause 5 and 6. However, employees and their immediate families of AutoCrew Australia, Bosch Australia and Supercheap Auto are not eligible to enter.
- 3. The competition commences on Monday the 3rd of December 2018 at 00:01 (AEDT) and concludes on Thursday the 20th of December 2018 at 18:00 (AEDT) ("**Promotional Period**").
- 4. The competition will be advertised at www.autocrewaustralia.com.au, as well as in-store, in partner stores, flyer drop, Facebook and via e-mail.
- 5. To be eligible to enter participants must spend greater than or equal to the sum of \$100 at AutoCrew Narellan, AutoCrew Australia Pty Ltd.
- 6. Entry is automatic when customer makes the qualifying purchase from AutoCrew Australia. To be exempt from entry the customer must request not to be entered at time of purchase.
- 7. Multiple entries permitted, subject to the following: (a) only one entry permitted for every receipt transaction.
- 8. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter of their updated contact details prior to the promotions draw date and time.
- 9. The Promoter reserves the right to request winners to provide proof of identity; proof of residency at the nominated prize delivery address and/or proof of entry validity (including store receipt for purchase requirement) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 10. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, or who has, in the opinion of Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses to register single or multiple purchases. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry are of a type described in this clause.
- 11. Qualifying purchases can be made up until 18:00 (AEDT) on 20th of December 2018. The time of entry will in each case be the time the data is received by the Promoter's database.
- 12. There are ten (10) prizes to be won. Each prize consists of : IXO V Basic Cordless Screwdriver

13. Specifications Make: BOSCH

Model: IXO V Basic Cordless Screwdriver, EAN 3165140800105, material number 0.603.9A8.040

- 14. Total prize value is AUD \$650 RRP incl. GST. Individual prize value is AUD \$65.00 RRP incl. GST.
- 15. Prizes cannot be transferred and cannot be redeemed for cash.
- 16. The prizes will be handed over to the winners at the AutoCrew Narellan workshop, 1/5-7 Yarmouth Place, Smeaton Grange, 2567, NSW.
- 17. It is the responsibility of each winner to ensure that the prize is legally transported after they take ownership of the prize.
- 18. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
- 19. Once the prize has left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
- 20. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
- 21. In consideration of the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
- 22. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- 23. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 24. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- 25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 26. If the competition winner is under eighteen (18) years of age, the prize will be awarded to the winner's parent or legal guardian on the winner's behalf.
- 27. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. Ten (10) valid entrants will be drawn at random to become the winners. The draw will take place at Bosch Australia, 1555 Centre Road, Clayton VIC 3168 on Friday the 21st of December 2018 at 10:00 (AEDT) via a Barrel Draw.
- 28. The winners will be notified on Friday the 21st of December. The winners will be notified of their prize via phone call and e-mail.
- 29. Each prize will be awarded to the person named in the entry. However, in a dispute, will be awarded to the contact person in the winners account within the Promoters database.
- 30. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Bosch 1555 Centre Road, Clayton VIC 3168 on Tuesday the 26th of March 2019 at 10:00 AEDT. The winner will be notified within two (2) days of the draw.

The winner will be notified of their prize via phone call and e-mail.

- 31. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- 32. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 33. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 34. 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 competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- 35. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition 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.
- 36. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 37. If the Promotion is conducted via Facebook, entrants acknowledge and agree that: the Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook; any information provided in connection with the Promotion is provided to the Promoter, not Facebook; entry and participation in the Promotion is dependent on entrants acting in accordance with the Facebook Statement of Rights and Responsibilities (available at http://www.facebook.com/terms.php); and the entrant releases Facebook and its associated companies from any and all liability arising in relation to this Promotion.
- 38. The Promoter, and their associated agencies and companies assume no responsibility for 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, and reserves the right to take any action that may be available.
- 39. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
- 40. The Promoter collects each entrant's personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties (including without limitation a related body corporate, agents, contractors) and if required,

to the Australian regulatory authorities. Entry is conditional on the entrant providing the information required by the Promoter. Further, by entering this Competition, each entrant consents to the information they submit being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant

- 41. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
- 42. The promoter ("Promoter") shall (as applicable) be AutoCrew Australia Pty Ltd, (ABN:86 621 124 767) of 1/5-7 Yarmouth Place, Smeaton Grange, NSW, 2567.

Authorised under permit numbers NSW: LTPS/18/29826