

"Beef Week Competition"

TERMS AND CONDITIONS

By entering into the Competition ("Competition"), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.
- 1.2 Incomplete or illegible entries will be deemed invalid.

2. WHO CAN ENTER?

- 2.1 The Competition will only be conducted in Queensland.
- 2.2 Entry is only open to those persons,

(a) who between 7 May 2018 and 11 May 2018 attend the Promoter's stand at the Beef Australia 2018, held at site numbers 193 and 194, Rockhampton Showground, 6 Lion Creek Road, Rockhampton City in Queensland ("**Promoter's stand**");

(b) who whilst visiting the Promoter's stand, complete an entry form as required by the Promoter; and

(c) are over the age of 18 years ("**Eligible Entrant**").

Employees and directors (and their immediate families) of the Promoter, its agencies and retailers associated with this competition are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

3. HOW TO ENTER & CONDITIONS OF ENTRY

- 3.1 The Competition commences at 6.00am AEST on **7 May 2018** and entries close at 4pm AEST on **11 May 2018** ("**Promotional Period**").
- 3.2 To be eligible to enter, individuals must during the Promotional Period physically attend the Promoter's Stand in person and complete an entry form as required by the Promoter.
- 3.3 Each eligible entrant will go into the prize barrel draw.
- 3.4 This Competition is a game of chance and skill plays no part in determining the Prize Winner (as defined in clause 8).

- 3.5 Each eligible entrant consents to the Promoter using their name and postcode in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

4. PRIZES

- 4.1 The total prize pool for this Competition is RRP **\$2,000.00 + \$500** AUD (inclusive of GST).
- 4.2 The first prize to be drawn is a 38 litre Chest Fridge valued at RRP\$2,000.00AUD (inclusive of GST) ("**First Prize**").
- 4.3 The second prize to be drawn is a voucher, which is redeemable at the VCV Rockhampton Dealership, located at 859-865 Yaamba Road, Parkhurst in Queensland ("**Promoter's Dealership**"), for any parts or products manufactured, distributed and/or supplied by the Promoter, valued at RRP\$500 AUD ("**Second Prize**").

The aforementioned voucher must be redeemed at the Promoter's Dealership. The voucher will be valid for use for [1] months from the date of issue after such time it will be invalid ("**expiry date**") 11 June 2018. If there is any credit remaining on the after redemption of the voucher, it can be used towards future purchases of any parts or products manufactured, distributed and/or supplied by the Promoter. Any balance that remains on the voucher after the expiry date will become the property of the Promoter. The second prize winner is responsible for keeping the voucher secure and confidential. Any person with the voucher can use the voucher. The Promoter will not replace the voucher if it is lost, stolen or damaged. The second prize winner will be liable for all transactions on the voucher, except to the extent which there has been fraud or negligence by the Promoter or by the Promoter's employees.

- 4.4 The following conditions apply to each respective prize:
- (a) The prize, in full or part thereof, is not transferable or exchangeable and cannot be taken as cash.
 - (b) If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
 - (c) The prize must be picked up at the Promoter's Dealership.

5. THE DRAW, DRAW SCRUTINY & REDRAW

- 5.1 The draws for the prizes will be conducted by the Promoter's Dealership, VCV - Rockhampton, 859-865 Yaamba Road, Parkhurst QLD 4702 at 4:00 pm AEST on **11 May 2018** ("**Barrel Draw**"). The first valid entry drawn from all eligible entries will win the First Prize. The second valid entry drawn from all entries will win the Second

Prize. ("**Prize Winners**")

- 5.2 Each Prize Winner of the Barrel Draw will be notified via phone by the Promoter within two (2) business days from the draw date. Each Prize Winner's name will also be published on the Promoter's Facebook, LinkedIn and the Promoter's website available at:

<http://www.dealer.volvotrucks.com.au/vcvrockhampton/home.html>.

- 5.3 The decision of the Promoter is final and no correspondence will be entered into.
- 5.4 Each Prize Winner has 90 days to claim their prize. If the prize is unclaimed after 90 days then there will be a redraw conducted by the Promoter for the unclaimed prize. In such event, a redraw will take place on 11 August 2018 at the same time and place as the Barrel Draw, subject to any directions from a regulatory authority. Each winner will be notified in writing within two (2) business days of the redraw.

6. PROMOTER'S RIGHTS

- 6.1 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.2 If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
- (a) to disqualify any entrant; or
 - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
- 6.3 The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Competition. Entry is conditional on providing this information. The Promoter will keep the entrant's personal information for only as long as is necessary to carry out the purpose(s) described above (unless the Promoter is required or permitted by law to hold the information for a longer period). The Promoter may, if the entrant has opted in on the entry form, and, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's privacy policy at www.vcvrockhampton.com.au. Entrants should direct any request to access, update, correct information or opt out to the Promoter.

6.4 All entries become the property of the Promoter.

7. NO LIABILITY OF THE PROMOTER

7.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' 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 Promoters may in their absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to state government legislation.

7.2 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition 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**").

7.3 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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 Competition, including but not limited to the following:

- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (b) any theft, unauthorised access or third party interference;
- (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- (d) any loss or damage to a prize in transit;
- (e) any tax liability incurred; or
- (f) the use or enjoyment of the prize.

8. PROMOTER'S DETAILS

Volvo Group Australia Pty Ltd trading as Volvo Commercial Vehicles – Rockhampton (ABN 27 000 761 259), 859-865 Yaamba Road, Parkhurst QLD 4702, Tel 074994 4200