### "PEDDERS 2021 FATHERS DAY" PROMOTION

### **CONDITIONS OF ENTRY**

# **Background**

- 1. The "Promoter" is Pedder's Shock Absorber Service Pty Ltd ABN 90 004 848 435 of 25 29 Letcon Drive, Dandenong South VIC 3175.
- 2. Information on how to enter this "Promotion", mechanics of entry and the prize form part of these "Conditions of Entry". Entry into this Promotion is deemed acceptance of these Conditions of Entry.

## **Eligibility**

- 3. This Promotion starts at 9.00am AEST on 1/9/2021 and ends at 5.00pm AEST on 30/9/2021 ("Promotion Period").
- 4. This Promotion is only open to "Eligible Entrants" who are residents of Australia aged 18 years or older and who are not directors, management or employees of the Promoter and its related entities (and their immediate families), printers, suppliers, providers and agencies associated with this Promotion.

# **Entry Conditions**

- 5. To enter this Promotion, an Eligible Entrant must complete the Entry Form on the "Promotional Website" (https://www.pedders.com.au/news/win-with-pedders-this-fathers-day/) in accordance with these Conditions of Entry during the Promotion Period (collectively known as the "Entries").
- 6. By doing so, Eligible Entrants agree to these Conditions of Entry for this Promotion. Entrants may only enter this Promotion once per email account held.
- 7. There will be 3 "Winners" of this Promotion.
- 8. The Entries will be collated on 1/10/2021 at RBE Promotions & Activations Pty Ltd, 33 Oxford Street, Nundah QLD 4012 ("RBE") between 9.00am and 12.00pm AEST, with 3 Entries drawn at random and deemed the Winners.
- 9. The Winners shall be notified by email on 1/10/2021 and announced via comment on the Promoter's Facebook Page (<a href="https://www.facebook.com/PeddersSuspension">https://www.facebook.com/PeddersSuspension</a>). All reasonable steps to notify the Winners will be taken by the Promoter. The Promoter's decision is final, and no correspondence will be entered into.
- 10. Only 1 entry per Eligible Entrant pursuant to Condition 5 is permitted. Any subsequent entry after the first valid entry under Condition 5 will be invalid.
- 11. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. Entries must be received by the Promoter during the Promotion Period. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected Entries.
- 12. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission.

### Prize

- 13. The 3 Winners will each receive 1 x Pedders Model Car valued at AUD\$290 inc GST ("Prize") each.
- 14. The total Prize pool value is AUD\$870 including GST. The Prize is not transferable or exchangeable and must be taken as offered and cannot be varied. The Promoter

accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in the Prize value.

### **Notification of Winners**

15. Eligible Entrants must check their email account to see if they have been notified as a Winner. If a Winner does not respond to the Promoter's notification on their relevant account within 7 days, an alternative Winner/s will be selected on 7/10/2021 at RBE. The new Winner/s will be contacted by email on 7/10/21 and must claim their Prize by 14/10/21. The Promoter takes no responsibility for a Winner who does not respond during the designated time frame and consequently forfeits the Prize and their entry will be deemed invalid.

## **General Information**

- 16. The Promoter and the Eligible Entrant acknowledge that the Eligible Entrant is providing their personal information to the Promoter for the purposes of this Promotion.
- 17. If the Prize or an element of the Prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
- 18. It is a condition of accepting a Prize from this Promotion that each Winner may be required to sign a legal release/s or release/s in a form determined by the Promoter in its absolute discretion.
- 19. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
- 20. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with taking the prize or using the prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter and its agents associated with this Promotion take no responsibility for the Prize (or part of the Prize) damaged or lost in transit (if relevant).
- 21. If for any reason this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, viral pandemic, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Promotion and/or if necessary to provide an alternative prize to the same value as the original prize, subject to any written directions made under applicable State or Territory legislation.
- 22. The Promoter reserves the right to verify the validity of any and all Entries and reserves the right to disqualify any entrant for: (a)tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. The Promoter's legal

- rights to recover damages or other compensation from such an offender are reserved.
- 23. As a condition of entering this Promotion, an Eligible Entrant consents to, in the event they are a Winner, the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing this Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Eligible Entrant agrees that, in the event they are selected as a Winner, they will participate in all reasonable promoted activities in relation to this Promotion as requested by the Promoter and its agents.
- 24. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of Entry, the property of the Promoter. The Promoter collects personal information about an Eligible Entrant to include them in this Promotion and, where appropriate, award the Prize. If the personal information requested is not provided, the entrant cannot participate in this Promotion and is deemed ineligible. An Eligible Entrant also agrees that, in the event they are a Winner, the Promoter publish or cause to be published the Eligible Entrant's name and locality in any media, as required under the relevant State or Territory legislation.
- 25. Any questions, comments or complaints regarding this Promotion must be directed to the Promoter at <a href="mailto:social@pedders.com.au">social@pedders.com.au</a>.