

WIN A MILWAUKEE MUSTANG

Competition Terms & Conditions

1. Information on how to enter this competition (Competition) forms part of the terms of entry, which includes these terms and conditions (Terms). Entry into the Competition is deemed acceptance of these terms.
2. The promoter is Techtronic Industries Australia Pty Ltd, (ABN 98 002 277 509) of 21 Kelletts Road, Rowville, Victoria Australia 3178 (Promoter) phone 1300 645 928

Entry into the Competition

3. Entry into the Competition is open to Australian citizens and Australian residents who are 18 years or older.
4. The Competition commences 7:00am (AEST) Sunday 1st July 2018 and concludes 11:59 pm (AEST) Friday 31st August 2018 (Closing Date) (the Promotional Period).
5. To enter, entrants must, during the Promotional Period, undertake and/or complete the following:

Spend \$100 or more on any Milwaukee products, accessories included (no exclusions) from the following authorised Milwaukee retailers during the promotional period and retain your proof of purchase (receipt).

- **Australian Industrial Suppliers (AIS)**
- **Construction supply specialists (CSS)**
- **United Tools (UT)**
- **Trade Smart Industrial Group**

- The items must be paid for in full and accounts with dealers or retailers cannot be in arrears or default.
 - Entry into the Competition can be via SMS or by completing an online entry form as set out below.
 - Send an SMS 0417 741 624 containing their Full Name (first name and last name), email address, \$dollar amount spent, Retailer Name, Retailer Location & Receipt/Invoice number for the transaction so that it is received during the Promotional period. SMS entry cost will vary dependent on the mobile network used but will not exceed 55c. SMS winners will be contacted by phone. The Promoter will collect a winner's address details so that the prize can be awarded. **SMS via the Internet/online are ineligible.**
 - Entrants are responsible for any expenses they incur in entering the Competition.
 - Visit <http://www.aisnational.com.au>, <http://www.constructionsupply.com.au>, <http://www.unitedtools.com.au>, <https://www.tradesmart.net.au> and complete the entry form online.
6. Entries must be received by 11.59pm (AEST) Friday 31st August. Entries are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant. Entries must be received by the Closing Date.

The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

- Multiple entries are eligible per receipt for purchases over \$100, in increments of \$100.
 - o \$100 = 1 entry
 - o \$150 = 1 entry
 - o \$200 = 2 entries and so on
 - Multiple entries may be submitted in the one SMS.
 - Either the original or a copy of the purchase receipt showing the product/s purchased must be retained to claim prize.
7. Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with this promotion and each of their immediate families (i.e. spouse, parent, child or sibling) are ineligible to enter.
8. 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, who submits an entry that is not in accordance with these Terms or who has, in the sole opinion of the Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. This includes but not limited to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.
9. Entrants warrant that their entry in the Competition does not breach the intellectual property rights of any third party nor breach the Competition and Consumer Act 2010 (Cth) (CCA). The entrant indemnifies and will keep the Promoter and its associated agencies indemnified against any loss, costs (including legal costs), expenses or liability the Promoter and its associated agencies may suffer arising out of any breach by the entrant of this clause.

Determining the Winner of the Prize Pack

10. The prize draw will take place at Telads Australia Pty Ltd, 123 Margaret Street Toowoomba QLD on Monday 3rd September 2018 at 2pm AEST. One winner will be awarded the prize within 8 weeks of the prize draw. Winner will be required to collect the prize from a nominated location in Victoria, Australia. Winners will be notified by phone, email and published on <http://www.aisnational.com.au>, <http://www.constructionsupply.com.au>, <http://www.unitedtools.com.au>, <https://www.tradesmart.net.au> and in the Australian on Wednesday 5 September 2018. A further prize confirmation will be sent to the winner within 8 days of the draw.
11. The prize includes 1 (one) Ford Mustang GT – Fastback 2017 Plate Race Red and includes 2 months registration (registered in the winner's State or Territory of

residence within Australia only), compulsory third-party insurance for 2 months, stamp duty, GST (if applicable) and delivery charges (which may vary by State) Valued at \$100,000 (including GST).

Prize includes Herrod Performance upgrades:

- Supercharger kit
- Hood struts
- Oil-air separator
- Coil cover 5.0 Black
- New lower Grille
- Momo Pony Wheels and Tyres, GT350R
- Performance Brake kit
- Herrod Perf Leather – Trim (Red).
- Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). All references to currency are to Australian currency. The promoter accepts no responsibility for change in prize value. All prize values are listed in Australian currency.
- Prize images are for illustrative purposes only and some staging accessories and decorative items may not be included in the prize.

12. The only warranty given by the Promoter with respect to the vehicle is that it is roadworthy when given to the winner. No vehicle extended warranty is given. Herrod performance upgrades are warranted by Herrod performance for three (3) years from date of prize receipt. Additional insurance including comprehensive insurance, options, petrol and all other ancillary costs are the responsibility of, and will be at the cost of, the winner.
13. If the winner is, through any legal incapacity or otherwise, unable to register the prize in their own name, then the winner may assign the prize to another person (who consents to such assignment) with legal capacity for the purposes of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee.
14. The winner must provide the Promoter with certified copies of all documentation (such as drivers licence, Medicare card, bank/credit card, passport and other similar documentation) as required by the Promoter before the prize is awarded. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity.
15. There will be a total of 1 (one) winner.
16. Total Maximum prize pool value is up to \$100,000 (including GST).
17. If within 3 months the prize is not claimed by the winner, a draw for any unclaimed prizes if required may take place on Friday 7th December 2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners will be notified by phone, email and published on <http://www.aisnational.com.au>, <http://www.constructionsupply.com.au>,

<http://www.unitedtools.com.au>, <https://www.tradesmart.net.au> for a minimum period of 28 days.

18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
21. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
22. The Promoter reserves the right to request the winner to provide proof of identity and proof of residency at the nominated prize delivery address such as drivers licence, Medicare card, bank/credit card, passport and other similar documentation. Proof of identification, residency and entry considered suitable for verification may be requested at the sole 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.
23. The prize pack will be awarded to the person named in the entry only unless assigned via winner (refer Clause 13). Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter and modify their entry as appropriate.
24. If the winner advises that they do not want to accept the prize, it will be forfeited and awarded to another winner.
25. Unless expressly stated in these Terms all other expenses become the responsibility of the winner.
26. Once the prize has left the Promoter's premises, the Promoter takes no responsibility for prize being damaged, delayed or lost in transit. Prize confirmation will be sent out within 28 days. Please allow up to eight (8) weeks for prize delivery or collection.
27. By accepting the prize, the winner/s agree to participate in and cooperate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed and/or filmed.
28. 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.

29. Winners should seek independent financial advice as tax implications may arise as a result of accepting the prize.
30. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in clause 8.
31. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize pack and the prize pack supplier's requirements.

General conditions

32. 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, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism; or
 - The Promoter being unable to run the Competition as planned 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 Competition,

the Promoter may in its absolute discretion take any action that may be available and it deems appropriate (at its sole discretion), and to cancel, terminate, modify or suspend the Competition, Subject to the approval of any Gaming Authorities.

33. 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 pack except for any liability which cannot be excluded by law (including the CCA). 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.
34. 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 Terms, or engaged in any unlawful or other improper misconduct of the Competition. The Promoter reserves its rights to recover damages or other compensation from such a person.

Collection of Information

35. The Promoter collects personal information (PI) in order to conduct the promotion and may, for this purpose, disclose such 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 information. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.milwaukeeetools.com.au/privacy>
36. The Promoter is bound by the Privacy Act 1988 (Cth) and by entering the Competition, an entrant is taken to consent to the Promoter's Privacy Policy.
37. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI 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 PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia including in New Zealand and the United States of America.

Media + Marketing

38. A prize winner agrees to participate in any news media activities surrounding the Competition. The Promoter reserves the right to use the winner's name, voice, image and likeness for marketing, advertising and publicity purposes in any media in perpetuity without further reference, payment or other compensation to the winner.
39. Each entrant also consents to the Promoter using their personal information for future marketing purposes, unless otherwise advised by the entrant.

Tax

40. Any tax liability arising as a result of accepting the prize is the responsibility of the winner.

Governing Law

41. These Terms are governed by the laws of Victoria.

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