

TRADESMART – EXCLUSIVE MILWAUKEE BEER BOWSER

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, trading as Milwaukee Tool (Australia) (ABN 98 002 277 509) of 21 Kelletts Road, Rowville, Victoria Australia 3178 (Promoter).

Entry into the Competition

3. Entry into the Competition is open all Australian residents over the age of 18 years only.
4. The Competition commences 7:00am (AEST) Monday 1st November 2018 and concludes 11:59 pm (AEST) Thursday 31st January 2019 (Closing Date) (the Promotional Period).
5. To enter, entrants must, during the Promotional Period, undertake and/or complete the following:
 - Simply Spend \$250 or more on any Milwaukee products at any authorised Tradesmart store. The items must be paid for in full and accounts with dealer or retailer cannot be in default.
 - Entry into the Competition is by completing an online entry form. Entrants must fill out the online entry form and tell us in 25 words or less why they love Milwaukee tools and why they should win the Beer Bowser.
 - Receipt must be retained and verified by the promoter before any prize claim.
 - Multiple entries are accepted per person on a per transaction basis when they meet the spend criteria of \$250 or more. \$500 spend will equal 2 entries and \$1,000 will equal 4 entries and so on.
 - Entrants are responsible for any expenses they incur in entering the Competition.
 - Visit <https://www.tradesmart.net.au/home> and complete the entry form online.
6. Entries/purchases must be received by 31/1/2019 11.59pm (AEST). Entries/purchases 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/purchases 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.
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 judging will take place will take place by a panel of three judges on 5/02/19 at Techtronic Industries Australia Pty Ltd, trading as Milwaukee Tool at 21 Kelletts Road, Rowville, Victoria Australia 3178 One winner will be awarded the prize within 8 weeks of the prize draw. The selected winner will be notified in writing within two days and by phone and published on <https://www.tradesmart.net.au/home> on Friday 8th February 2019 for a minimum period of 28 days. Prize confirmation will be sent to the winner within 8 days of the draw.
11. Judging criteria for each valid entry will be individually judged, based on creativity, originality, literary and suitability, by a panel of judges who are representatives of Milwaukee Tools Australia.
12. The Prize includes 1 (one) Exclusive custom-built Beer Bowser – Fully functional beer dispenser refrigerator.
13. There will be a total of 1 winner.
14. Total Maximum prize pool value is \$4,999 including GST.
15. If within 3 months the prize is not claimed by the winner the panel of judges shall select another entry on 6/03/19 at Techtronic Industries Australia Pty Ltd, trading as Milwaukee Tool at 21 Kelletts Road, Rowville, Victoria Australia 3178, subject to any directions from a regulatory authority. Any winner will be notified by phone and published on <https://www.tradesmart.net.au/home> for a minimum period of 28 days.
16. Subject to the unclaimed judgement 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.

17. 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.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
20. The Promoter reserves the right to request the Winner to provide proof of identity and proof of residency at the nominated Prize delivery address. 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.
21. The Prize Pack will be awarded to the person named in the entry only. 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.
22. If the winner advises that they do not want to accept the prize, it will be forfeited and awarded to another winner.
23. Unless expressly stated in these Terms all other expenses become the responsibility of the Winner.
24. 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.
25. By accepting the Prize, Winners 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.
26. 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.
27. Winners should seek independent financial advice as tax implications may arise as a result of accepting the Prize.
28. 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.

29. 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

30. 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 to cancel, terminate, modify or suspend the Competition.
31. 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.
32. 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 an offender.

Collection of Information

33. 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> 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.

Media + Marketing

34. 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.
35. Each entrant also consents to the Promoter using their personal information for future marketing purposes, unless otherwise advised by the entrant.

Tax

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

Governing Law

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