

## The Ultimate Garage Makeover Competition

### Terms and Conditions

1. Instructions on "How to Enter" and prizes form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions.
2. Entry is open to residents of Australia, aged 18 years and over and who have a current valid driver's licence. Employees of the Promoter and their immediate families and agencies associated with this promotion are ineligible to enter.
3. 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.
4. Incomplete, indecipherable, or illegible entries will be deemed invalid.
5. Competition commences on 03/04/14 and closes on 30/08/14. The winning entry will be the first drawn, at 11 am on 30/09/14 at Storacall Technology LTD T/a X-on, 7 Salamander Court, Mermaid Waters, QLD 4218. Winners will be notified by post and by phone on the 01/10/14. Winners will be published in The Australian Newspaper on sale 02/10/14.
6. Entry is via:
  - Subscription Entry – Go to [www.magshop.com.au](http://www.magshop.com.au) or the respective magazine's website and subscribe to any one (1) of the following listed titles for a minimum of twelve months: *4x4 Australia*, *Caravan World*, *CamperTrailer Australia*, *Motorhome & Caravan Trader*, *Trade-a-Boat* and *Owner Driver* magazine to receive **100 automatic entries**.

Subscriptions to *4x4 Australia*, *Caravan World*, *CamperTrailer Australia*, *Motorhome & Caravan Trader*, *Trade-a-Boat* and *Owner Driver* magazines are to be sent to the above magazine (please clearly specify the name of the magazine you wish to subscribe to) by mail at Reply Paid 4967, Sydney, NSW 2001; by phone 136 116 (Mon – Fri 8am AEDST – 8pm AEDST) or online at [www.magshop.com.au](http://www.magshop.com.au) or the respective magazine's website.

Entry is subject to a valid credit card payment or, if payment is made by cheque, the cheque must be cleared for payment by the close date of the promotion.

- Show Entry – Between the promotion period of 03/04/14 through to 30/08/14, complete the entry form at the stand where one of the following titles is being exhibited: *4x4 Australia*, *Caravan World*, *CamperTrailer Australia*, *Motorhome & Caravan Trader*, *Trade-a-Boat* and *Owner Driver* magazines and complete the entry form including their name, mailing address, daytime telephone, email address and submit the entry as instructed to receive **1 automatic entry**.
7. Multiple entries are permitted, subject to the following: (a) only one entry permitted per specified subscription requirement (unless otherwise stated); and (b) each entry must be submitted separately and in accordance with entry requirements; (c) only one entry is permitted through all website entries; (d) the maximum entries via each magazine cannot exceed more than one entry per issue.

8. The judges' decision in relation to any aspect of the conditions will be final and binding on every person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected mail.
9. The first (1) valid entry drawn from all valid entries received will win the major prize valued at \$20,500 AUD.

Prize includes:

- \$20,500 worth of tools for the Ultimate Garage makeover. This will consist of wrench sets, sockets sets and drill bit sets.

Prize also includes delivery within Australia.

10. Prize does not include other ancillary costs and any accessories unless otherwise stated in clause 9. The modified areas of the prize will be determined by the Promoter. Any additional insurance, options, accessories and other ancillary costs are the responsibility of the winner. In acceptance of the prize, the winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner.
11. Prize value is correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.
12. The prize does not include any installation or set-up of any of the products.
13. Products included in prize package (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the promoter in its complete discretion. All prizes must be taken as offered. The prize, or any unused portion of the prize, is non-redeemable for cash, non-transferable and cannot be on-sold to a third party.
14. The prize is not valid in conjunction with any other offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
15. The Ultimate Garage Makeover depicted in all promotional material is not necessarily the same items, colour or grade as the prize shown.
16. In participating in the competition, the winners will agree to participate and co-operate as required all editorial activities relating to the competition, including, but not limited to being interviewed and photographed for publication in *4x4 Australia*, *Caravan World*, *CamperTrailer Australia*, *Motorhome & Caravan Trader*, *Trade-a-Boat* and *Owner Driver* magazines. The winner agrees to grant the Promoter a perpetual and non-exclusive licence to use such editorial and photographs in all media worldwide, and as such the winner will not be entitled to any fee for such use.
17. Prize is subject to the standard terms and conditions of individual prize and service providers.
18. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion reserves the right to substitute the prize (or part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
19. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

20. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
21. A draw for the prize, should it remain unclaimed, may take place on January 20<sup>th</sup> 2015 at 11.00am, at Trader Classifieds 73 Atherton Road Oakleigh, VIC 3166. Re-drawn winners will be notified by phone and by post on January 21 2015 and published in The Australian January 22, 2015.
22. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 promotion.
23. Except for any liability that cannot be excluded by law, 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: (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 or prize claim 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) participation in the promotion and/or; (g) taking of the prize.
24. If this promotion 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 promotion, as appropriate.
25. All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with this competition is governed by the Privacy Policy. The Promoter collects personal information 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.
26. The Promoter of the competition is Bauer Media Ltd ABN 18 053 273 546, ABN 18 053 273 546 at 73 Atherton Road, Oakleigh, Vic 3166.
27. Permit numbers: NSW Permit Number: LTPS/14/01427, VIC Permit Number:14/3551, ACT Permit Number: TP 14/00746 ACT, SA Permit Number: T14/342