

TRADIE SURVEY 2019
TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents aged 18 years and over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion 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.
4. The Promotion commences on 2nd September 2019 at 12:01am (AEST) and will close at 11.59pm (AEDT) on 28th October 2019 ("**Promotional Period**").
5. To enter, individuals must undertake the following steps during the Promotional Period:
 - Visit or follow the prompts to the promotion survey page and fully complete The Tradie Survey;
 - Input the requested details when prompted, including full name, email address, residential address and telephone contact number; and
 - Submit the fully completed entry form.
6. Only one (1) entry is permitted per person.
7. Incomplete or indecipherable entries will be deemed invalid.
8. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The draw will take place on 11th November 2019 at 11:00am (AEDT) at Bauer Trader Media, 73 Atherton Road, Oakleigh VIC 3166. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified in writing by e-mail using contact details provided upon entry within two (2) business days of the draw. The winners' names will also be published on www.whichcar.com.au from 13th November 2019 for twenty-eight (28) days from this date.
11. The first five (5) valid entries drawn will each win a Ryobi Tool Prize Pack valued at \$1,000. Each Prize Pack will contain Ryobi tools of the winner's choice up to the value of \$1,000, subject to availability. In the event a winner's choice of Ryobi tools does not equal \$1,000, the winner will forfeit any remaining amount and will not be awarded cash in lieu.
12. Total prize pool is valued at \$5,000.00.
13. All decisions relating to the conduct of the Promoter and Promotion, including, but not limited to, the selection of any and all parts of an entry to be published, and the awarding of prizes, are at the sole and exclusive discretion of Promoter and are final and not subject to appeal.
14. Failure to comply with any term or condition may result in disqualification and/or forfeiture of a prize at the Promoter's sole discretion.

15. Prizes must be taken as offered. The prizes are not exchangeable, transferable and cannot be redeemed as cash.
16. Prizes will be delivered to the nominated address of the prize winners. Delivery of the prizes is valid to any state and/or city in Australia.
17. Any ancillary costs associated with redeeming the prize are not included.
18. Subject to the unclaimed prize draw clause, if for any reason whatsoever a winner does not take/redeem a prize at the time stipulated by the Promoter, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
19. In the event that a prize (or part of a prize) is unavailable, the Promoter reserves the right to substitute the prize (or that part of the prize) in its discretion with an alternative prize to the same and equal recommended retail value and/or specification, subject to any directions from a regulatory authority.
20. A draw for any unclaimed prizes may take place on 17th February 2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by e-mail using contact details provided in their entry within two (2) business days of the draw. The winners' names (if any) will also be published on www.whichcar.com.au on 19th February 2020 and remain online for a period of twenty-eight (28) days from this date.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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 State 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.
24. 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: (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; or (f) use of A prize.
25. 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, 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 directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

Privacy:

26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its privacy policy, which can be accessed by visiting <http://www.bauer-media.com.au/privacy.htm>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may also, 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. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter.

27. The Promoter is Bauer Media Pty Ltd (ABN 18 053 273 546) of 54 – 58 Park Street, Sydney, NSW 2000. Phone: 02 9282 8000.

28. Authorised under permit numbers: NSW: LTPS/19/36674, ACT: TP 19/03864