

## **“TRADELINK & CAROMA BACK TO WORK” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

The Promotion is conducted by Caroma Industries Ltd. (ABN 35 000 189 499) of Level 24, 100 Mount Street, North Sydney NSW 2060, Australia, telephone: 13 14 16 (“Promoter”).

2. Participation in the Promotion is open to current Tradelink Trade account holders or employees of account holders in Australia at any Tradelink store nationally (each a “Participating Store”) aged 16 years and over (each an “Entrant”).
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter or of Tradelink and agencies associated with this Promotion are ineligible to enter the Promotion. 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 1<sup>st</sup> cousin.
5. The Promotion commences on 03/02/2020 and closes at 11:59pm AEDT on 31/03/2020 (“**Promotional Period**”).
6. To be eligible to take part in the Promotion, an Entrant must spend a minimum of \$500 on Caroma, Clark, Dorf, Methven or Stylus products in a Participating Tradelink Store during the Promotional Period (“Eligible Transaction”).
7. A spend of \$500 to \$999 inc GST on Caroma, Clark, Dorf, Methven or Stylus products per day per trade account will give 1x entry into the draw. A spend of \$1000 or more Inc GST on Caroma, Clark, Dorf, Methven or Stylus products per day per trade account will give 3x. entries into the draw.
8. The Entrant’s Customer Code will be used to determine eligible trade account transactions and all eligible trade account numbers will be entered into the draw with number of entries as stipulated in point 8.
9. 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
10. Incomplete or indecipherable entries will be deemed invalid.
11. Multiple entries permitted, however only one (1) entry permitted per Entrant per Eligible Transaction per day.
12. 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.

The draw will take place at Green Eagle Distribution & Fulfillment, 5-9 Fitzpatrick St, Revesby NSW 2212 at 3pm AEDT on 08/04/2020. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and in writing within two (2) business days of the draw and their name will be published online at <https://tradelink.com.au/trade> from 10/04/2020.

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first three (3) valid entries drawn will win their choice of a trip for two (2) adults to the **V8's in Darwin. Each prize includes:**
  - Return economy class airfares for 2 from winners nearest Australian Capital city to Darwin All airline and airport taxes
  - Return private transfers from airport to accommodation
  - 4 nights 4\* accommodation in Darwin, twin share
  - Daily breakfast
  - 4 nights Hospitality package for 2 including:
    - 4 nights' accommodation at a selection of central Darwin hotels
    - Attend the Supercars Transporter Convoy and Driver Signing
    - 3 Day General Admission with Paddock Pass – Weekend Hotpass to the 2019 CrownBet Darwin Triple Crown including:
      - 3 Day Paddock Pass. –
      - Access to the RACE & ROCK Concerts
      - Big Bus Darwin Hop On, Hop Off Ticket
15. Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of a prize. Each prize option is subject to the standard terms and conditions of individual prize and service providers. Winner may be required to present their credit card at time of accommodation check in.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take / redeem the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If any prize option (or part of any prize option) 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.

A draw for the prize if unclaimed may take place on 08/07/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified in writing within two (2) business days of the draw and their name will be published online at <https://tradelink.com.au/trade>.
18. As a condition of accepting the prize, the winner (and his/her companion) 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 form, by the requested date.
19. 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.

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 or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
21. 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.
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 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; (f) taking of the prize.
24. 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 Tradelink Pty Ltd, agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI and the Entrant consenting to it being disclosed to these 3<sup>rd</sup> parties. The Promoter will also use and treat PI as set out in its Privacy Policy, which can be viewed at <https://www.caroma.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. The Promoter will not disclose PI to any entity outside of Australia.

**Permits: NSW Permit No. LTPS/19/40094 ACT Permit No. TP19/04699 SA Permit No. T19/1943.**