

RIDE WITH BAHCO PROMOTION

TERMS AND CONDITIONS:

1. These Terms and Conditions (**Terms**) relate to the 'Ride with Bahco, Buy Bahco for your chance to WIN! an Indian motorcycle FTR 1200' promotion (the **Promotion**).
2. The Promotion is being run by Snap-on Tools Australia Pty Ltd - ABN 55 010 793 683, 80 Holbeche Road, Arndell Park NSW 2148 (the **Promoter**).
3. By entering the Promotion, you confirm that you have read, understood and accept these Terms.
4. The Promotion is open to residents of Australia aged 18 and above. All employees of the Promoter and employees of all participating authorised Bahco Australia dealer/retailers are ineligible to participate in the Promotion. A list of participating authorised Bahco Australia dealer/retailers can be found at: www.bahco.com.au/ride-with-bahco
5. The Promotion commences on 1st November 2020 and ends at 11.59:59 pm on 31st January 2021 (the **Promotional Period**).
6. Subject to clause 7, to be eligible to enter the Promotion, you must, during the Promotional Period:
 - Purchase any Bahco product from a participating authorised Bahco Australia dealer/retailer (items must be paid for in full and any accounts with a participating authorised Bahco Australia dealer/retailer must not be in default);
 - retain your proof of purchase (receipt); and
 - Complete and submit the Promotion entry form online at www.bahco.com.au/ride-with-bahco ,(each a **Promotion Entry** and collectively referred to as, **Promotion Entries**).
7. There is a strict limit of one (1) Promotion Entry per eligible product purchased in accordance with clause 6. Each valid Promotion Entry constitutes one chance to win the Prize. Any incomprehensible and/or incomplete Promotion Entries will be deemed invalid.
8. Promotion Entries must be received by 31/01/2021 11.59:59pm (AEST). Promotion Entries are deemed to be received at the time of receipt into the Promoter's promotion database and NOT at the time of transmission by the entrant. Promotion Entries must be received during the Promotional Period. The Promoter accepts no responsibility for any late, lost, misdirected or incomplete Promotion Entries due to technical disruptions, network congestion or for any other reason.
9. The Promoter reserves the right to verify the validity of any Promotion Entry and to disqualify:
 - any Promotion Entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements; and
 - any entrant who tampers with the entry process, who submits a Promotion 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 Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes but is not limited to entrants and households using multiple email addresses, postal addresses, PO Box addresses and duplicated receipts.
10. The Promotion prize is one (1) Indian FTR 1200 valued at \$20,995 AUD ride away (the **Prize**). Total prize pool value is \$20,995 AUD (including GST) ride away.
11. The random prize draw will take place at SNA E Australia (a division of the Promoter), at 43 Enterprise Circuit, Prestons, NSW 2170 on Thursday 11th February, 2021 at 2pm AEST.
12. There is no elimination round. There will be an independent scrutineer.

13. One (1) random winner will be generated from all Promotion Entries received in accordance with these Terms. This will be a barrel draw.
14. The Prize winner will be notified by telephone and advised in writing via email within 10 (Ten) business days of the Prize being drawn. The Prize winner's name will be published on www.bahco.com.au/ride-with-bahco on Tuesday 16th February 2021. The Prize will be ready for collection at the participating authorised Indian Motorcycle Dealer/retailer closest to the winner's address listed in the relevant Promotion Entry within 28 (twenty-eight) days from the date when the winner accepts the Prize.
15. If the Prize winner cannot be reached by Friday 21st May, 2021 after reasonable attempts by the Promoter to contact them using the details included in the relevant Promotion Entry, or if the Prize winner advises that they do not want to accept the Prize, the winner will be deemed to have forfeited the Prize and the Prize will be redrawn in accordance with clauses 11-13 and awarded to another Prize winner (a **Redraw**).
16. Where a Redraw is required, the Redraw may take place on Tuesday 25th May, 2021 at the same time and place as the original Prize draw, subject to any directions from a regulatory authority. The Prize winner will be notified by phone and advised in writing via email. The Prize winner's name from any Redraw will be published on www.bahco.com.au/ride-with-bahco on Tuesday 1st June 2021.
17. Subject to the unclaimed prize draw clause, if for any reason the 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.
18. The value of the Prize is a guide only and was correct at the time of printing. If the 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.
19. The Prize is not redeemable for cash and is non-transferable. The Promoter accepts no responsibility for late, lost, misdirected, incorrect or incomplete Promotion Entries.
20. Promotion Entries are non-transferrable. The Prize will be awarded to the person named in the winning Promotion 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 Promotion Entry as appropriate.
21. Unless expressly stated in these Terms all other expenses become the responsibility of the Prize winner.
22. By accepting the Prize, the winner agrees to the publication of their name as the Prize winner, reasonable publication of their name in related Promotion and Prize media and to participate in and cooperate as required with all reasonable media editorial requests relating to the Prize and/or Promotion, including but not limited to, being interviewed and photographed and/or filmed. The Prize winner agrees to enter into all reasonable documentation, including releases and any assignment of rights reasonably required in respect of promotional material.
23. In the event that for any reason whatsoever the Prize 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.
24. The winner should seek independent financial advice as tax implications may arise as a result of accepting the Prize.
25. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that

the Winner and/or the Winner's Promotion Entry is of a type described in clause 9.

26. The Prize winner accepts the Prize at their own risk. Subject to any applicable law which cannot be excluded, the Promoter and its related bodies corporate:

- shall not be liable for any loss, damage or injury suffered or sustained (including but not limited to direct or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with the Promotion or any Prize; and
- make no warranties and accept no liability in relation to any Prize. The Prize is subject to a warranty provided by the manufacturer and all warranty claims should be directed to the manufacturer of the Prize. Further information about the manufacturer's warranty and warranty exclusions is detailed on pages 145 to 146 of the following document <https://www.indianmotorcycle.com.au/fileadmin/templates/pdf/en/2019/ftr1200.pdf>.

27. 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 Promotion on the dates and in the manner described in these Terms, including but not limited to vandalism, power failures, tempests, natural disasters, epidemic, COVID-19 related limitations, civil unrest, strike, war, act of terrorism; or
- The Promoter being unable to run the Promotion 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 Promotion, the Promoter may in its absolute discretion take any action that may be available, and to cancel, terminate, modify or suspend the Promotion.

28. Personal information collected and used in order to conduct the Promotion will be handled in accordance with the Promoter's privacy policy, which is available at https://www.bahco.com/au_en/privacy-policy and the terms set out below:

- The Promoter may use personal information for the purpose of conducting the Promotion, including to contact the Prize winner(s);
- The Promoter may disclose personal information collected for the Promotion to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to Australian regulatory authorities; and
- The Promoter may, with the entrant's permission, use personal information for promotional and marketing purposes.

29. The Promoter's privacy policy also contains information about how entrants may opt out, access, update or correct their personal information, 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.

Authorised under permit numbers;

NSW PERMIT NO: TP/00169

ACT PERMIT NO.: TP 20/01022.1

SA PERMIT NO.: T20/897