

## RIDE WITH BAHCO COMPETITION

### TERMS AND CONDITIONS:

1. The promoter is Snap-on Tools Australia Pty Ltd - ABN 55 010 793 683, 80 Holbeche Road, Arndell Park NSW 2148. (Promoter)
2. Entry into this promotion is deemed as acceptance of the following terms and conditions.
3. Offer is open to residents of Australia aged 18 and above. All employees of the promoter and of hand tools or power tool or authorised Bahco Australia dealer/retailers are ineligible to participate.
4. The competition commences on 1<sup>st</sup> July to 31<sup>st</sup> August 2019 ("the Promotional Period")
5. To enter, entrants must, during the Promotional Period, undertake and/or complete the following:
  - Purchase any Bahco tool from any authorised Bahco Australia dealer/retailer during the promotional period and retain your proof of purchase (receipt). The items must be paid for in full and accounts with dealer or retailer cannot be in default.
  - Enter your details online at [www.bahco.com.au/ride-with-bahco](http://www.bahco.com.au/ride-with-bahco) or <https://www.surveymonkey.com/r/ride-with-bahco> during the promotional period.
6. Entries must be received by 31/08/2019 11.59pm (AEDT). Entries 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 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.
  - There is a strict limit of one (1) entry per person per eligible transaction.
  - Incomprehensible and incomplete entries will be deemed invalid.
7. 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

### Determining the Winner of the Prizes

8. The random prize draw will take place at SNA E Australia (A Division of Snap-on Tools Australia Pty Ltd), 43 Enterprise Circuit, Prestons, NSW 2170 on Thursday 5th September 2019 at 2pm AEDT.
9. There is no elimination round. There will be an independent scrutineer.
10. 1 (one) random winner will be generated from entries received in accordance with these Terms and Conditions. This will be a barrel draw.
11. The prize is 1 (one) Indian Scout Bobber Motorcycle valued at \$19,995 ride away.
12. Total prize pool value is \$19,995 (including GST) ride away.
13. Prizes will be delivered within 28 (twenty-eight) days from when the winner accepts the prize and to the nominated street delivery address. Winner will be notified by phone and advised in writing via email within 10 (Ten) business days. The winner will be published on [www.bahco.com.au/ride-with-bahco](http://www.bahco.com.au/ride-with-bahco) on Monday 9th September 2019
14. If a winner cannot be reached or if the winner advises that they do not want to accept the prize by Monday 9<sup>th</sup> December, it will be forfeited and awarded to another winner as described in clause 10 and there will be a redraw.
15. A redraw for an unclaimed prize if required may take place on Tuesday 10th December 2019 at the same time and place as the original draw, subject to any directions from a regulatory

authority. Winners will be notified by phone and advised in writing via email. The winner from the redraw will be published on [www.bahco.com.au/ride-with-bahco](http://www.bahco.com.au/ride-with-bahco) on Tuesday 17th December 2019.

16. 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.
17. Value of the prize is a guide only and was correct at time of printing. 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. The prize 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 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. Unless expressly stated in these Terms all other expenses become the responsibility of the Winner.
23. 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 10 (ten) business days. Please allow up to 28 (twenty-eight) for prize delivery.
24. By accepting the Prize, the Winner 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.
25. 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.
26. Winners should seek independent financial advice as tax implications may arise as a result of accepting the Prize.
27. 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 7.
28. 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**

29. 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.
30. 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.

31. 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**

32. 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 <http://www.bahco.com.au>. 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.

### **Authorised under permit numbers;**

NSW PERMIT NO: NSW LTPS/19/33536,

ACT PERMIT NO.: ACT TP 19/03072

SA PERMIT NO.: SA T19/520