

Mogas Lake Charm 'Win a Mower, Tinny or Scooter!' Trade Promotion Lottery (Competition)

Terms and Conditions

By entering the Competition, you agree to be bound by the following Terms and Conditions:

PROMOTER	The Promoter is Mogas Regional Pty Ltd (ABN 79 111 402 110) of 270 The Parade, Kensington SA 5068 (Promoter).
COMPETITION PERIOD	The Competition commences at 12.01am (ACDT) on 11/5/2020 and ends at 11.59pm (ACDT) on 06/9/2020 (the Competition Period).
ELIGIBLE ENTRANTS	<p>Entry is open to Victorian residents aged 18 years and over.</p> <p>Directors, officers, management and employees of:</p> <ul style="list-style-type: none"> (a) the Promoter; (b) the operator of the Participating Site; or (c) any companies or Commonwealth, State, Territory or local government agencies where the rules or guidelines applicable to such company or agency prohibit receipt of a prize; or (d) the agencies or companies associated with this Competition, <p>and their immediate family members, cannot enter.</p> <p>Any person who meets the above criteria is an 'Eligible Entrant'. Entrance into the Competition is deemed acceptance of these Terms and Conditions.</p> <p>The Promoter may require you to verify that you are an Eligible Entrant by providing evidence of your name, address, date of birth, email address or other personal details. Identification considered suitable for verification is at the discretion of the Promoter.</p>
LOCATIONS	The Competition will run at Mogas Lake Charm, 921 Murray Valley Hwy Lake Charm VIC 3581 (Participating Site).
HOW TO ENTER	<p>During the Competition Period, Eligible Entrants must:</p> <ol style="list-style-type: none"> 1. purchase a minimum of 50 litres of petroleum products (including LPG) from the Participating Site in a single transaction (Qualifying Purchase); 2. collect their Qualifying Purchase receipt (Proof of Purchase); and 3. complete the applicable entry form with all details required on the entry form, including but not limited to: <ul style="list-style-type: none"> 3.1. any requested personal information (such as first name, last name, email address, phone number, age and postcode); 3.2. a copy of their Proof of Purchase; and 3.3. confirmation of their acceptance of these Terms and Conditions; and 4. submit the completed entry form in the entry box at the Participating Site. <p>(the above comprising an Eligible Entry).</p>
MAXIMUM ENTRIES	One (1) Eligible Entry per Eligible Entrant per day during the Competition Period. Each Proof of Purchase can only be used for one Eligible Entry.
PRIZE DRAW	<p>There will be one (1) winner of the Competition (Winner). The Winner will be drawn at 12pm (ACDT) on the day after the end of the Competition Period (Draw) at the Participating Store (Draw Location).</p> <p>The first Eligible Entry drawn randomly in the Draw from the Eligible Entries received during the Competition Period will be the Winner and will be awarded the Prize.</p> <p>The Promoter may draw additional reserve entries and record them in order, in case a Winner is deemed invalid, or the Prize is unclaimed (Reserve Winners).</p>
PRIZE	<p>There is one (1) prize available (Prize) which will be awarded to the Winner.</p> <p>The Winner may choose the Prize from one of the following:</p>

	<p>5. a Rover Mini Mower (RRP \$[2,890] AUD (incl GST));</p> <p>6. Stacer 379 (RRP \$[2,850] AUD (incl GST)); or</p> <p>7. Suzuki Scooter (RRP \$[2,690] AUD (incl GST)).</p> <p>The recommended retail values above are correct at the commencement of the Competition Period.</p> <p>For the avoidance of doubt, the Prize is limited to any one of the above and neither the Winner nor any other person will be entitled to either of the other items.</p> <p>The Prize is not transferrable or exchangeable and is not redeemable for cash. You agree that the Promoter may provide, in substitution for the Prize, an alternative prize of equal or greater value if, for any reason whatsoever, the Promoter is unable to provide the Prize due to circumstances beyond the Promoter's reasonable control.</p>
NOTIFICATION AND CLAIMING THE PRIZE	<p>The Winner will be informed by phone and email to the details set out in the Eligible Entry within 7 days of the Draw. The Prize must be collected by the Winner as agreed with the Promoter.</p> <p>The Winner's name will be:</p> <ul style="list-style-type: none"> • displayed at the Draw Location for a period of 7 days from the Draw; and • published on the Promoter's website for a period of 28 days from the Draw. <p>The Winner must claim the Prize by contacting the Promoter by no later than 5pm (ACDT) on the day that is 30 days after the date of the Draw (Prize Deadline).</p>
RESERVE DRAW	<p>If the Winner has not claimed the Prize by the Prize Deadline or if, after making all reasonable attempts, the Promoter cannot contact the Winner (or the Winner does not contact the Promoter) by the Prize Deadline, the relevant entry will be forfeited and the Promoter will re-award the Prize to a Reserve Winner (in the order that they were drawn) using the same process set out above.</p> <p>The Reserve Winner must claim the Prize by no later than 5:00 pm (ACDT) on the date that is 30 days after the Prize Deadline. In the event that the Prize remains unclaimed after that time, the Prize may be distributed at the Promoter's absolute discretion.</p>

1 Introduction

These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about the Prize and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

2 Entry

- 2.1 Your entry must be received during the Competition Period.
- 2.2 The Promoter is not liable for any problems with communications networks or any technical issue or error that may occur in the course of the administration of the Competition.
- 2.3 You are responsible for your own costs associated with entering.
- 2.4 If you seek or obtain a refund in respect of a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion.
- 2.5 If you enter using multiple aliases you may be disqualified.

3 Prize

- 3.1 The Prize will be awarded within the time specified in the table above, unless otherwise advised by the Promoter due to circumstances beyond the Promoter's reasonable control and

subject to the requirements of any regulatory authority.

- 3.2 The Promoter is not responsible for any variation in the value of the Prize.
- 3.3 The Promoter will not be responsible for any additional costs incurred by the Winner in connection with the use of the Prize. The Winner is responsible for all costs associated with using the Prize, including without limitation, transport and collection costs, insurance costs, operating and servicing costs.
- 3.4 The Winner must comply with all conditions of use for the Prize (whether of the Promoter or any other third party) and must comply with any reasonable directions of the Promoter and any supplier of the Prize as to the use of the Prize. The Winner will indemnify the Promoter from and against any and all expense, loss or damage (including without limitation consequential loss or damage) suffered or incurred by the Promoter in connection with any failure of the Winner (or their guests) to comply with these Terms and Conditions.
- 3.5 The Prize cannot be transferred, exchanged or redeemed for cash. The Winner must provide the Promoter with all information the Promoter requires to facilitate the Prize. The Promoter will not be responsible for any loss suffered by the

Winner as result of the Winner's failure to provide such information.

- 3.6 The Winner acknowledges that elements of the Prize are dangerous and may result in injury or death.

4 Verification, Breach, Substitution and Cancellation

4.1 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded or otherwise deemed invalid.

4.2 The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence, place of employment and email address).

4.3 Any failure by the Promoter to enforce any of its rights in connection with the Competition does not waive those rights.

4.4 The Promoter may, in its sole discretion, discard or deem invalid any Eligible Entry or disqualify any entry by any Eligible Entrant if the Eligible Entrant:

- (a) tampers with the entry process;
- (b) engages in any conduct that may jeopardise the fair and proper conduct of the Competition;
- (c) acts in a disruptive, annoying, threatening, abusive or harassing manner;
- (d) does anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with the Competition;
- (e) breaches any law; or
- (f) behaves in a way that is otherwise inappropriate.

4.5 The Promoter's decision in connection with all aspects of the Competition (including any dispute) is final and no discussion or correspondence will be entered.

4.6 If the Competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the Competition or disqualify affected entries/entrants, subject to necessary approval by the state/territory gaming authorities (if any).

5 Liability and Indemnity

5.1 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).

5.2 Subject to the previous paragraph and to the extent permitted by law, the Promoter and the agencies, representatives and companies associated with this Competition (**Those**

Indemnified) shall not be liable (including in negligence) for, and you indemnify Those Indemnified from and against:

- (a) any claim, loss (including without limitation consequential loss or loss of profits), damage or expense, howsoever caused (including by the negligence, act or omission by the Promoter or any of its employees, agents or representatives) in connection with the Competition;
- (b) death, personal injury or illness suffered or sustained in connection with this Competition or the Prize except for any liability which cannot be excluded by law;
- (c) any incorrect, inaccurate or incomplete information communicated in the course of/in connection with this Competition if the deficiency is occasioned by any cause outside the reasonable control of the Promoter;
- (d) entries, Prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted;
- (e) any Content submitted by any person;
- (f) any error, omission, interruption, deletion, defect, destruction or unauthorised access to or alteration of entries;
- (g) any problems with communications networks or any technical issue or error that may occur in the course of the administration of the Competition; or
- (h) any loss of, damage to or delay in delivery of the Prize where such failure is beyond the control of the Promoter.

5.3 To the extent permitted by law, any liability of the Promoter, its employees, agents or contractors arising in connection with the Competition or the Prize is limited to the re-supply of the Prize or a similar prize of equal value.

5.4 The Promoter is not responsible for any tax implications that may arise from acceptance of the Prize. You should seek independent financial advice. If for GST purposes this Competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

5.5 The Promoter may communicate or advertise this Competition using Facebook, Instagram or other social media platforms. However, the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other relevant social media platform. You provide your information to the Promoter and not to Facebook, Instagram or any other relevant social media platform. You completely release Facebook, Instagram and any other relevant social media platform from any and all liability.

6 Privacy and Publicity

6.1 Upon submission, all entries (**Content**)

- automatically become the property of the Promoter. You agree to the Promoter using any Content you submit for any purpose in connection with the Promoter's business.
- 6.2 The Promoter reserves the right to exclude any incomplete, illegible or incorrect entry or any entry containing offensive, derogatory or defamatory comments, which reflects negatively on the Promoter or which breaches any law or infringes any third party rights, including without limitation intellectual property rights.
- 6.3 The Promoter collects personal information (as defined in the *Privacy Act 1988* (Cth)) about you in order to conduct the Competition. If the personal information requested is not provided, you may not be able to participate.
- 6.4 The Promoter may also:
- (a) use your personal information to contact you with marketing via any medium and help improve its goods and services;
 - (b) use your personal information to provide you with the Prize if you are the Winner;
 - (c) share your personal information with the Promoter's Australian related companies, agents, contractors or promotional partners who may (together with the Promoter) contact you with special offers and marketing via any medium including mail, telephone and commercial electronic messages (including email and SMS).
- 6.5 By entering and providing personal information, you consent to the use of your personal information in the manner set out in these Terms and Conditions.
- 6.6 Where the Promoter holds personal information about you that it has collected from different sources, the Promoter may combine this personal information into a single record or collection of linked records.
- 6.7 The Promoter's Privacy Policy (available at <https://www.mogasregional.com.au/Privacy>) states:
- (a) how you can seek access to the personal information the Promoter holds and seek the correction of such information; and
 - (b) how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.
- 6.8 The Winner agrees to participate and cooperate in all publicity, editorial and promotional activities required by the Promoter without compensation, including but not limited to being interviewed, recorded and photographed. The Winner grants the Promoter a perpetual and exclusive licence to use the any such footage, recordings or photographs in all media worldwide without notification or remuneration.