

# TUFF Australia Quintrex 440 Renegade Boat Giveaway Trade Promotion - Terms and Conditions

**Promotion:** 2023-2024 TUFF Australia Quintrex 440 Renegade Boat Giveaway - Trade Promotion

**Promoter:** TUFF Australia Pty Ltd ACN 101 866 157 ABN 85 101 866 157 of 10 Carrington Road, Torrington, Toowoomba, Queensland, Australia 4350.

## **Promotion Period:**

- Commencement: [8:00am on the 01/09/2023]
- Closure: [11:59pm on the 31/01/2024]

## **Entry Eligibility:**

The Promotion is open to Australian residents only. States and territories included are NSW, TAS, VIC, SA, NT, WA, ACT and QLD residents only who are not excluded from entry under the Entry Restrictions.

Persons under the age of 18 are not permitted to enter.

## **Entry Restrictions:**

The following persons are excluded from the Competition:

- (a) The Promoter's directors, officers, employees and anyone involved in the management of the Promoter's business, including their immediate family members.
- (b) Any organisation associated with this Promotion, dealers, sponsors or Prize contributors and their directors, officers and employees, including their immediate family members.

All entry requirements and instructions and information regarding the Prize form part of these Conditions of Entry. By participating in the Promotion, all entrants acknowledge, accept and agree to be bound by these Conditions of Entry.

Maximum Number of Entries: There are no maximum number of entries per person.

## **Entry Requirements:**

1. Any eligible person who purchases a TUFF product and/or accessories including merchandise from TUFF Australia or participating dealer for \$45 (including GST), is awarded one (1) entry into the Promotion (**Minimum Entry Spend Amount**), subject to their completing the designated entry form (**Entry Form**). Eligible persons may qualify for multiple entries. For every \$45 spent the eligible person will receive one (1) entry into the prize draw. To enter, individuals must, during the Promotional Period, visit <https://www.tuffaustralia.com.au/> and follow the prompts to the required entry form, input the requested details including their full name, email, phone number, address and

upload a copy of the qualifying transaction receipt(s). If an entrant is eligible for multiple entries they will only be required to complete a single Entry Form per eligible transaction.

2. For clarity: an entrant's purchase transaction may include multiple products. For example, a TUFF bullbar and TUFF merchandise order valued at \$7000 will award the entrant one hundred and fifty (150) entries into the prize draw.

3. To the extent permitted by law, the Minimum Entry Spend Amount is subject to change at the Promoter's discretion without notice to you. Subject to regulatory approval.

4. All entries received outside of the Promotion Period will not be accepted.

## Prize

5. There will be only one (1) winner of the Promotion.

6. The Prize is a New Quintrex 440 Renegade SC 2023 New Model with:

- New Mercury 60ELPT EFI .... 4 Stroke. "Command Thrust", Smart Craft Tacho, Hours, Temp, Volts, Troll Control, 6 Year Warranty.
- New Telwater TA1098 Alloy I-Beam Trailer, Disc Brakes, 13" Alloy Wheels, Drive On Keel Aligners, Swing Up Jockey Wheel, LED Lights.
- Spare Alloy Mag Wheel , L/Truck Tyre & Mount
- Seat Position-Front Casting Deck.
- Safety Gear ( 5 )
- AC/DELKO DCM24SMF Marine Battery
- Hold Downs & Motor Stay
- Bow Mount Thruster Plate.
- Painted Hull & 3 Stripes.
- Sea-Tread Side Decks.
- Quintrex 22lt Esky.
- Lowrance ELITE FS7 Sounder/GPS.

valued at \$42,580

7. The Prize is non-transferable, non-exchangeable and cannot be redeemed for cash.

8. The winner can either collect the Prize from the Promoter at 10 Carrington Road, Torrington, Toowoomba, Queensland, 4350 or the winner may arrange their own transport to their location.

## Drawing Process

9. The winner will be determined at random.

10. The Prize will be drawn and announced at 10 Carrington Road, Torrington, Toowoomba, Queensland, 4350 on 09/02/2024 at approximately 11am AEST (**Draw**). The Prize winner will be drawn using an approved electric drawing system. There shall be one draw, and no elimination rounds.

11. The winner will be notified by telephone and in writing via email within seven (7) business days of the Draw. Additionally, the winner will be announced on the Promoter's Facebook, Instagram and through other media on the 09/02/2024. The winner's First Name, Last Name and Postcode will be published in the location specified within the terms.

12. The Promoter reserves the right to announce the winner publicly and/or publish the winner's identity and/or any photographs of the winner for publicity. As a condition of entry and being eligible for the Prize, the winner agrees to participate in and co-operate with all reasonable media requests. The winner grants the Promoter a royalty-free, perpetual, worldwide and non-exclusive license to use any footage and photographs in all media.

13. If an entrant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter in relation to participation or entry in the Promotion (including where a third party answers the telephone on the entrant's or winner's behalf), or does not respond to email or other efforts made by the Promoter to contact them in relation to the Prize, then that entrant may be disqualified and the Prize redrawn in accordance with the Redraw Procedure.

### **Redraw Procedure**

14. The Promotion will be redrawn if the Prize is unclaimed by the winner after a period of ninety (90) consecutive days from the Draw ('First Redraw'). This first redraw date will be 09/05/2024 at 11am at 10 Carrington Road, Torrington, Toowoomba, Queensland, 4350. The winner will be notified by telephone and in writing via email within seven (7) business days of the Draw. The winner's First Name, Last Name and Postcode will be published in the location specified within thirty (30) days from the above date.

15. If the winner of the First Redraw does not collect the Prize within a further ninety (90) day period from the First Redraw Draw, then another redraw will occur. The second redraw date will be 07/08/2024 at 11am at 10 Carrington Road, Torrington, Toowoomba, Queensland, 4350. The winner will be notified by telephone and in writing via email within seven (7) business days of the Draw. The winner's First Name, Last Name and Postcode will be published in the location specified within thirty (30) days from the above date. After this second re-draw the prize will be forfeited.

### **General**

16. The Promoter at its sole discretion may vary these Conditions of Entry from time to time during the Promotion Period, subject to appropriate approval from the relevant government authorities without liability to any entrant, contestant or other person.

17. The Promoter reserves the right to require proof of identity for entrants including, but not limited to Australian residency status and other details to validate a winner's eligibility and entry. Acceptance of the proof of eligibility is at the sole discretion of the Promoter. Without adequate proof of identity, a winner's entry may be deemed invalid and the prize may be redrawn in accordance with the Redraw Procedure.

18. The Prize is valued at the recommended retail price including GST, at the time of publishing these Conditions of Entry. The Promoter will not be held responsible for any change in the value of the Prize during the Promotional Period or until the Prize is taken or received.

19. In its absolute discretion but subject to any applicable laws or requirement to provide notice to entrants, the Promoter may modify, suspend, recommence, or cancel the Promotion, if:

- a. the Promotion is unable to be conducted for any reason or has been affected in any way by fraud, third party intervention and technical difficulties;
- b. the Promotion's security, fairness, integrity, administration or proper conduct is affected or is the subject of interference or corruption;
- c. any event outside the Promoter's reasonable control prohibits, hinders or prevents the determination of the winner or the delivery of the Prize.

20. Entrants release, hold harmless and indemnify the Promoter, its officers, directors and employees, the Promoter's related bodies corporate, any organisation associated with the Promotion, Promotion sponsors, Prize contributors, Facebook and Instagram, from and against all actions, claims and liabilities, that the entrant now has or in the future may have against these parties, for any loss, damage or injury (including any special or consequential loss) suffered as a direct or indirect result of the entrant's participation in the Promotion or the Prize, including the

awarding or redemption of the Prize, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

21. To the extent permitted by law, the Promoter and its related bodies corporate make no representations as to the safety conditions and other uses of any third-party accessories or sponsored goods included in the Prize.

22. An entrant found to be abusing or circumventing the Promotion's entry processes may be disqualified at Promoter's discretion. Additionally, the Promoter reserves the right to verify entries and claims for the Prize and reserves the right to disqualify an entrant where the entry process has been interfered or otherwise tampered with.

23. The Promoter takes no liability for any legal, financial or tax related issues, obligations or implications that may arise from an entry in this Promotion or acceptance of the Prize. The Promoter recommends that all entrants obtain professional advice regarding the Promotion and the Prize.

24. In order to enter the Promotion, entrants must provide their personal information such as full name and residential address, age, date of birth, contact details and email address. By participating in the Promotion, entrants are consenting to the Promoter collecting and using their personal information.

25. The Promoter will use an entrant's personal information for various purposes including, but not limited to, facilitating the Promotion, carrying on its business activities, marketing and promotional uses, direct marketing and statistical analysis. Third-party disclosure of personal information may be required by law, or at the Promoter's discretion to ensure that the Promotion runs in a just and fair manner or to facilitate the Promoter's business activities, marketing campaigns and for disclosure to an organisation associated with the Promotion.

26. Entrant's personal information will be collected, stored, used and disclosed in accordance with the Privacy Act 1988 (Cth) and the Promoter's Privacy Policy. The Promoter's Privacy Policy contains important information about how entrants may access and correct their personal information held by the Promoter. Entrants can direct any enquires to the Promoter's privacy officer via email on [marketing@tuffgroup.com.au](mailto:marketing@tuffgroup.com.au).

27. Unless expressly stated, entrants acknowledge and agree that the Promotion is not sponsored, endorsed, administered by or associated with any media platforms. This includes Facebook, Instagram and other media organisations.

28. The Promoter is not responsible for any late, errors, deletions, delay in transmissions, defections, omissions, theft, destruction or unauthorised access to entries.

28. Any entry that is incomplete or does not comply with these Conditions of Entry is invalid.

29. Any decision made by the Promoter about this Promotion is at the discretion of the Promoter, final in nature and binding on the entrants. No correspondence will be entered into in this regard.

31. Entry details remain the property of the Promoter and will not be returned to an entrant.

NSW Permit Number: TP/02841, SA Permit Number: T23/1170, ACT Permit Number: TP 23/01523, WA Permit Number: (not required), QLD Permit Number: (not required) VIC: (not required) NT: (not required) TAS: (not required).