Father's Day Drag and Drop Wishlist | August 2017

Father's Day Competition: Official Rules, Terms and Conditions

 Information on how to enter this competition (Competition) forms part of the terms of entry, which includes these terms and conditions (Terms). Entry into the competition is deemed acceptance of these terms. The promoter is Techtronic Industries Australia Ltd of 31 Gilby Road, Mt Waverley VIC 3149 (Promoter).

Entry into the Competition

- 1. Entry into the Competition is open to Australian residents only.
- 2. The Competition commences 09:00 (AEST) 1 August 2017 and concludes 16:59 (AEST) 3 September 2017 (Closing Date) (the Promotional Period).
- 3. To enter, entrants must, during the Promotional Period, undertake and/or complete the following:

Complete the Father's Day Drag and Drop activity to create your own 'Wishlist' via (insert web link). Your 'Wishlist' can consist of up to three (3) RYOBI ONE+ products from the selection on the digitalised pegboard. Once the user has finalised their selection they are presented with the option of entering their 'Wishlist' into the competition draw. To enter they must write in 25 words or less what they would do with these tools if they were to win. Their entry is submitted though the website.

- 1. Entrants in the competition may enter once per Promotional Period. Incomprehensible and incomplete entries will be deemed invalid.
- 2. 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.
- 3. Entries must be received by the Closing Date. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 4. Entrants warrant that their entry in the Competition does not breach the intellectual property rights of any third party nor breach the Competition and Consumer Act 2010 (Cth) (CCA). The entrant indemnifies and will keep the Promoter and its associated agencies indemnified against any loss, costs (including legal costs), expenses or liability the Promoter and its associated agencies may suffer arising out of any breach by the entrant of this clause.

Prize Pack

- 10. The Prize Pack is the winner's 'Wishlist' consisting of three Ryobi ONE+ Power Tools, awarded to the best received entry during the Competition period.
- 11. The Prize Pack is up to the value of \$1,000 of Ryobi ONE+ Power Tools at RRP, value quoted in AUS dollars (inc. GST)
- 12. The Prize Pack nor any part of it cannot be transferred or redeemed for cash.
- 13. The Prize Pack value is based upon the recommended retail prices at the time of publishing (inclusive of GST). The Promoter accepts no responsibility for change in Prize Pack value between now and the ultimate Prize Pack redemption date.

Determining the Winner of the Prize Pack

- 14. All entries received by the conclusion Closing Date will be reviewed by the Promoter's judging panel. The best entry (as judged in accordance with these Terms) (Winner) will win their 'Wishlist' as a Prize Pack. This is a game of skill and chance plays no part in determining the Winner. Each entry will be judged on originality and creativity.
- 15. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- 16. The Promoter reserves the right to request the Winner to provide proof of identity and proof of residency at the nominated Prize Pack 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 Pack in whole and no substitute will be offered.
- 17. Winners will be notified via the email address submitted no later than 8 September 2017.
- 18. In the event that the Promoter has used reasonable efforts to identify the Winner and the Prize remains unclaimed by 8 December 2017, the Promoter may select an alternate winner to receive the Prize Pack in substitution for the winner.
- 19. The Prize Pack 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.
- 20. Unless expressly stated in these Terms all other expenses become the responsibility of the Winner.
- 21. If any component of the Prize Pack is unavailable, for whatever reason, the Promoter reserves the right to substitute the item of equal or greater value.
- 22. Once the Prize Pack has left the Promoter's premises, the Promoter takes no responsibility for the Prize Pack being damaged, delayed or lost in transit. Please allow up to four (4) weeks for prize delivery.
- 23. By accepting the Prize Pack, Winners agree to participate in and cooperate as required with all reasonable media editorial requests relating to the Prize Pack, including but not limited to, being interviewed and photographed and/or filmed.
- 24. In the event that for any reason whatsoever a Winner does not take an element of the Prize Pack at the time stipulated by the Promoter then that element of the Prize Pack will be forfeited by the Winner and cash will not be awarded in lieu of that element of the Prize Pack.

- 25. Winners should seek independent financial advice as tax implications may arise as a result of accepting the Prize Pack.
- 26. 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.
- 27. It is a condition of accepting the Prize Pack that the Winner must comply with all the conditions of use of the prize pack and the Prize Pack supplier's requirements.

General conditions

28. In the case of:

- 1. 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
- 2. The Promoter being unable to run the Competition as planned due to infection by computer virus, bugs, tampering, unauthorized 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.
- 29. 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 utilized 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 unauthorized access to or alteration of entries.
- 30. 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

- 31. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this Competition.
- 32. By entering the Competition, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages, in accordance with the Promoter's privacy policy at http://ryobi.com.au/privacy-policy . A request to access, update or correct any information should be directed to the Promoter.