

Terms and Conditions – Bushmans & OzPoly’s Spring Competition 2020

Authorised under NSW permit no: TP/00160

Authorised under SA permit no: T20/894

1. Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.
2. The “Promoter” is Bushmans Group Pty Limited (ACN 137 242 347), of Level 10, 70 Pitt Street, Sydney NSW 2000.
3. Entry to the promotion is open to all Australian Citizens and Residents aged 18 years and over who fulfil the entry requirements (“Eligible Entrants”).
4. Directors, management, employees and their immediate families, of the Promoter, retailers, suppliers, associated entities and agencies associated with this promotion are ineligible to enter.
5. To enter:
 - (a) purchase a Bushmans, OzPoly or Aqualine tank from a participating retailer during the promotional period
 - (b) With your purchase receipt, obtain an entry form from your participating retailer and complete all compulsory entry details on the entry form.
 - (c) multiple entries will be accepted when multiple tanks are purchased.
 - (d) Entries are to be posted to *Bushmans & OzPoly Spring Competition 2020*, GPO Box 4218, Sydney NSW 2001 or emailed to info@bushmans.com.au with *Bushmans & OzPoly Spring Competition 2020* in the subject heading.
 - (e) Entrants must retain their original product purchase receipt(s) and tax invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for each entry when requested may, in the absolute discretion of the Promoter, result in invalidation of that entry or ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly show that the purchase was made during the Promotional Period but prior to entry.
6. The promotion commences at 8.00 [EST] on September 1, 2020 and closes at 18.00 [EST] on November 30, 2020 (“Promotional Period”).
7. The draw will take place:
 - a) at 11 am [EST] on 15 January, 2021 at Level 10, 70 Pitt Street, Sydney NSW 2000.
8. Any entries received by the Promoter after 8 January, 2021 will be deemed invalid. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. There is one prize to be won. The following states are included in the competition:
New South Wales (NSW), Queensland (QLD), Northern Queensland (Nth QLD), Victoria (VIC), South Australia (SA), Northern Territory (NT), Australian Capital Territory (ACT)

The total RRP value of the prize is \$41,240.

The prize is inclusive of:

Mitsubishi Triton GLX+ 4WD Club Cab / Pick Up (Diesel) 2020 MY (Automatic)

10. The winners will be notified by:
 - a) phone and email within 4 working days of the draw and no later than 22 January, 2021.
 - b) The name of the winners will be published on Bushmans website and Bushman Facebook page Bushmans Facebook Page no later than 22 January, 2021.
11. The prize will be delivered to the winners no later than 8 weeks (8) weeks after the winners are drawn, and no later than 12 March, 2021.
12. Prizes are not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation. The Promoter's decision is final and binding - no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way. If for any reason 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 neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The value of each prize is accurate as at the date of application for permits (if any) for this promotion. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If for any reason the prize is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value, subject to the approval of the gaming authorities in each state or territory (if applicable).
13. In the event that any prize (or any part of the prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value, subject to any written directions from the various lottery authorities.
14. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this promotion. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
15. The Promoter shall not be liable for any loss, damage or injury suffered (even if caused by negligence) as a result of accepting and/or using a prize, except for any liability which cannot be excluded by law.
16. Before the prize is awarded, the winner [and any other person(s) sharing the prize with the winner] may be required to sign an agreement to release the Promoter from and indemnify the Promoter against any liability arising from the use or participation in the prize.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
18. At the Promoter's request, winners must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
19. The Promoter, its associated agencies, distributors and the agencies, and any companies associated with this promotion, will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. Without limiting the previous paragraph, the Promoter, its associated agencies, distributors and the agencies, any companies associated with this promotion, will not be liable for any damage to the prize during transit or be liable for any damage that occurs to the prize once received by the prize winner.

21. The Promoter and/or participating retailer may require the winner to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's/retailer's discretion.
22. If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded, and a new winner of the prize will be determined by drawing a further valid entry in accordance with these terms and conditions. The Promoters' decision is final, and no correspondence will be entered into.
23. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person.
24. The Promoter is not liable for any tax implications arising from the prize winning. Independent financial advice should be sought. Where the operation of this promotion results in, for GST purposes, supplies made for non-monetary consideration, entrants agree to 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.
25. Details from entries will be collected and used for the purpose of conducting this promotion (which may include disclosure to third parties, including local lottery authorities, for the purpose of processing and conducting the promotion) and for the promotional purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purpose without any further reference or payment to the entrant. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on (02) 8224 5800 during office hours.

Privacy Statement

We have collected this information to enter you in *the Bushmans & OzPoly Spring Competition 2020*. Without providing Bushmans with this information, we cannot enter you in the competition. Bushmans will not disclose this information for any other purpose and it will be held confidentially and not passed on to any third parties other than for the participation of this competition. Our privacy policy outlines how you can complain about a breach of our obligation under the Privacy Act and how we will deal with your complaint. The privacy policy also outlines how you can obtain information we hold about you and is available at www.bushmantanks.com.au or you can call us on 1800 00 88 88 to obtain a copy.