TERMS & CONDITIONS (Updated - 18/9/23)

Schedule to Terms & Conditions of entry

Promotion name	Win a Jet Ski
Eligible States/Territories	National
Promotion period	Start: 01 Oct 2023 6:00 AM AEST End: 09 Dec 2023 11:00 PM AEST No entries will be accepted outside this time.
Promoter	The Brown & Hurley Group Pty Ltd ABN: 66010 732 966 Level 1, 26 Burnside Rd Yatala QLD 4207
Eligible entrants	Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements and are 18 years of age or older.
Details of prizes	1 Sea-Doo Jet Ski RXT-X RS 300, 1 x Redco Single PWV Trailer with alloy wheels, spare wheel bracket and spare alloy wheel, 3 x JSW vests and Sea-Doo cover. Registration and Insurances on both the Jet Ski and Trailer will be at the winner's expense
Total number of prizes	1
Total prize value	Total prize pool (inc GST): $39303.00
Method of entry	To enter, an entrant must, during the promotional period: Spend $500 including GST or more on PACCAR / TRP parts from Brown Hurley Paccar / TRP Parts department in one transaction. Participating branches are Kyogle, Darra, Townsville, Coffs Harbour, Rockhampton, Yatala, Toowoomba, Caboolture, Tamworth, Warwick, Bundaberg, Mackay, Roma &

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	Emerald. Entrants must retain copies of all purchase receipts for all entries. All entries by the entrant may otherwise be declared invalid. If a Business / Company wins, the prize will be issued to the owner of the company, not the person purchasing the part on their behalf.
Maximum number of entries	Only 1 entry per person or business, per day. Each entry must be supported by separate Purchases. All entries by the entrant may otherwise be declared invalid.
Prize draw	A random prize draw, in the presence of an independent scrutineer, will occur 10:00 AM on 14 Dec 2023 Location of draw: The Brown & Hurley Group Pty Ltd Level 1, 26 Burnside Rd Yatala QLD 4207
Notification of winners	Winner will be notified via email & phone no later than 14 Dec 2023.
Public announcement of winners	The winner of all prizes will be published here: brownandhurley.com.au on 21 Dec 2023
Unclaimed prize draw	A random unclaimed prize draw, in the presence of an independent scrutineer, will occur 3:00 PM on 14 Mar 2024 Location of draw: The Brown & Hurley Group Pty Ltd Level 1, 26 Burnside Rd Yatala QLD 4207
Notification of unclaimed prize winners	Unclaimed prize winner will be notified via email & phone no later than 14 Mar 2024.
Public announcement of winners from unclaimed prize draw	The winner of the unclaimed prize will be published here: brownandhurley.com.au on 21 Mar 2024

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Permit reference	Authorised under NSW Authority No. TP/02986

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Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.

2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

3. The Promotion will be conducted during the Promotion period.

4. The time zone applicable to any time stated, relates to the state or territory where the Promoter is located, unless expressly stated to the contrary.

5. The Prize/s are specified in the Details of prizes section of the Schedule.

6. The total prize pool is specified in the Total prize value section of the Schedule.

7. Any prize is valued in Australian dollars unless expressly stated to the contrary.

8. Unless otherwise stated, the winner is responsible for all expenses in getting to and from the nominated dealership to collect the Vessel / Personal Watercraft & Trailer prize. Any costs associated with the transport of the Vessel / Personal Watercraft & Trailer to an alternate pick-up location will be the responsibility of the winner.

9. Unless otherwise stated, the Vessel / Personal Watercraft & Trailer prize does not include petrol, comprehensive insurance, compulsory third-party insurance, any mechanical, body or other repairs made from the date of redemption, optional extras and any ancillary costs associated with redeeming the Vessel / Personal Watercraft & Trailer prize.

10. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are

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responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.

11. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.

12. The time of entry will be deemed to be the time the entry is received by the Promoter.

13. Entrants may submit up to the Maximum number of entries (if applicable).

14. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.

15. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. If a draw is scheduled on a public holiday, the promoter may choose to instead hold the draw on the first business day after the relevant public holiday. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can’t be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.

16. The winner does not need to be present at the draw unless expressly stated to the contrary.

17. The winner(s) will be notified in accordance with the Notification of winner and Notification of unclaimed prize winner (if applicable) sections of the Schedule. Notification to winner will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.

18. The Promoter takes no responsibility where it is unable to contact prize winner who have not provided correct or complete contact details. If an entrant’s contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.

19. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier’s requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

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20. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winner section of the Schedule (if applicable).

21. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winner from unclaimed prize draw. If a prize is no longer available the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.

22. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

23. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.

24. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

25. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.

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26. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

28. Prize is not exchangeable & cannot be redeemed for other goods.

29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

30. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.

31. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for

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promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.

32. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.

33. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

34. Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.

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