"THE ULTIMATE TOUGHEST TOW TEST PACK" PROMOTION

TERMS AND CONDITIONS

- 1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.
- 3. Promotion commences on 03/05/2017 and final entries close at 11:59pm AEST on 01/08/2017 ("Promotional Period").
- 4. To enter, individuals must undertake the following steps during the Promotional Period:
 - Visit <u>www.withoutahitch.com.au/win;</u>
 - Follow the prompts to the promotion entry page;
 - Input the request details including their first name, surname, phone number, valid email address and postcode; and
 - Submit the fully completed online entry form.
- 5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 6. Incomplete or indecipherable entries will be deemed invalid.
- 7. Only one (1) entry is permitted per person.
- 8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 9. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway Erina NSW 2250 on 04/08/2017 at 10:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified

in writing and by telephone within two (2) business days of the draw and their name will be announced online at <u>www.withoutahitch.com.au/win</u> from 07/08/2017 as well as on the Caravan World Facebook Page <u>https://www.facebook.com/CaravanWorld/</u> and the Without A Hitch Facebook Page at <u>https://www.facebook.com/ALKOWithoutAHitch/</u>.

- 10. The Promoter's decision is final and no correspondence will be entered into.
- 11. The first valid entry drawn will win a prize pack valued at \$6,811.90. Prize pack includes:
 - 1x AL-KO ESC valued at \$1,500 including installation to the winner's nominated caravan. Installation is to be completed by a local installer as nominated by the Promoter. The prize does not include tow vehicle wiring. Any costs associated with getting the winner's nominated caravan to the nominated installer is not included and will be the responsibility of the winner. The winner's nominated caravan is required to have AL-KO brakes and suspension fitted that are approved by AL-KO as compatible with AL-KO ESC. Any modifications required to be made to the caravan for fitment of AL-KO ESC are at the owner's expense. If the winner does not have a caravan, the AL-KO ESC may either be forfeited or transferred to a 3rd party of their nomination;
 - 1x AL-KO ATS includes Black Knight GPS tracking device, free Black Knight real time tracking app and 12 months connectivity valued at \$599;
 - 1x AL-KO Off Road coupling valued at\$395;
 - 1x Clearview towing mirrors valued at \$1045;
 - 1x Clearview Easy Slide ES-220 Plus valued at \$999
 - 1 x Clearview Expanda Slide valued at \$399
 - 1x ICOM IC-41PRO UHF radio handset valued at \$407
 - 1x Karcher K5 Car and Home unit valued at \$849.90;
 - 1x Purpleline Aeroplus Wind Deflector valued at \$299 and
 - 1x Dometic Cool Ice WCI 70 (68-litre icebox) valued at \$319.
- 12. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 13. If the prize (or an element of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that element of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 14. Total prize pool value is \$6,811.90. The prize is not transferable (other than as outlined above) or exchangeable and cannot be taken as cash.
- 15. A draw for the prize, if unclaimed, may take place on 06/11/2017 at the same

time and place as the original draw, subject to any directions from a regulatory authority. The winner (if one is required) will be notified in writing and by telephone within two (2) business days of the draw and their name will be announced online at <u>www.withoutahitch.com.au/win</u> from 10/11/2017 as well as on the Caravan World Facebook Page https://www.facebook.com/CaravanWorld/ and the Without A Hitch Facebook Page at https://www.facebook.com/ALKOWithoutAHitch/.

- It is a condition of accepting the prize that the winner agrees to be 16. interviewed, photographed and filmed at anv time during redemption/acceptance of the prize by the Promoter or their agents for a story or feature on this promotion to be developed for and published on the Caravan World or AL-KO Without a Hitch, website or social media pages (or any other form of media the Promoter deems suitable), and for their image, likeness and voice to be used in such material, for an unlimited period without remuneration (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 18. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 19. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage

(including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.

- 21. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as Policy, which set out in its Privacy can be viewed at http://www.withoutahitch.com.au/privacy-policy/ In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter does not generally disclose entrant's personal information to entities outside of Australia.
- 22. The Promoter is AL-KO International Pty Ltd (ABN 96 003 066 813) of 67 Nathan Road, Dandenong South VIC 3175.

NSW Permit No. LTPS/17/13376. ACT Permit No. TP17/00728. SA Permit No. T17/676.