

## A'BESCO WIN A CAR PROMOTION TERMS & CONDITIONS

### HOW TO ENTER

1. Information on how to enter and the Prize forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to residents of New South Wales, Australia aged 18 years and over. Employees (and their immediate family of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter. For the purpose of this promotion, “**immediate family**” includes any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), grandchild, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. This promotion commences at 12.01am (AEST) on Saturday, 1 October 2022 and final entries close at 11:59pm (AEST) on Friday, 31 March 2023 (AEST) (“**Promotional Period**”).
4. To be eligible to enter, entrants must:
  - (a) during the Promotional Period, have:
    - (i) accepted a quote issued by the Promoter to spend at least AUD\$10,000.00 (inclusive of GST) in a single transaction; and
    - (ii) paid a 50% deposit to the Promoter in respect of such amount; and
  - (b) have paid in full all amounts due and payable in respect of such accepted quote by 05:00pm AEST on Tuesday, 30 May 2023.
5. An additional entry may be obtained by purchasing an Environmentally Conscious Product such that if the transaction referred to in clause 4 includes an Environmentally Conscious Product as part of your product selection, you will receive two (2) entries into the competition. For the purpose of this promotion, an “**Environmentally Conscious Product**” includes any Duette Honeycomb Shade, MagnaTrack Awning, or Roller Blind featuring Equascreen Fabric.
6. There will be a total of one (1) Prize awarded for this promotion.
7. Entries for the Prize draw close at the end of the Promotional Period at 11.59pm (AEST) on Friday, 31 March 2023. The Prize draw will take place at 49 Captain Cook Drive, Caringbah NSW 2229 at 10:00am (AEST) on Wednesday, 31 May 2023. The draw will be a random computer draw from all entries.
8. Subject to clause 9, the winner will be notified in by telephone within two (2) business days of the draw and once contacted, confirmed in writing and their name will be published at [www.abesco.com.au](http://www.abesco.com.au) from 9:00am AEST on Thursday, 01 June 2023.
9. If the winner is unable to be contacted by the Promoter by 05:00pm (AEST) on Wednesday, 14 June 2023, then the first draw will end with no winner and a redraw will take place at 49 Captain Cook Drive, Caringbah NSW 2229 at 10:00am (AEST) on Monday, 03 July 2023. The redraw will be a random computer draw from all entries.
10. In the case of a redraw, the winner will be notified by telephone within two (2) business days of the redraw and once contacted, confirmed in writing and their name will be published at [www.abesco.com.au](http://www.abesco.com.au) from 9:00am (AEST) on Tuesday, 04 July 2023.
11. The Promotor’s decision regarding the winner is final and no correspondence in that regard will be entered into.

## **THE PRIZE**

12. The Prize is one (1) x Toyota Yaris Hybrid ZR 1.5L Auto CVT 5 Door Hatch (“**Vehicle**”) including registration, stamp duty and on-road costs (but excluding insurance) to a total value of up to AUD\$37,434.01 (inclusive of GST) and is non-changeable, non-refundable and cannot be redeemed for cash. Prize value is based on current RRP of the Vehicle at the time of printing/publishing these Terms and Conditions. The Promoter accepts no responsibility for changes in the Prize value between the time of printing/publishing these Terms and Conditions and the ultimate Prize redemption.
13. At the conclusion of the Promotional Period, only one (1) winner will receive the Prize. At the time of the draw (or redraw if applicable), if the RRP of the Vehicle including registration, stamp duty and on-road costs (but excluding insurance) is greater than AUD\$37,434.01 (inclusive of GST), the winner will be required to pay the difference in price to the Prize supplier or the Promoter.
14. Delivery of the Prize will be arranged between the winner and the Promoter. If this is not reasonably feasible, the Promoter will look to make alternative arrangements where possible.
15. The winner has three (3) months from the date of first contact regarding the winning of the Prize to redeem the Prize from the Promoter and the Prize will be forfeited.

## **GENERAL**

16. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors or 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.
17. Incomplete or indecipherable entries will be deemed invalid.
18. Multiple entries are permitted during the Promotional Period.
19. Entries must be received by the Promoter during the Promotional Period. Entries received after 11:59pm (AEST) on Friday, 31 March 2023 will not be accepted. Entries are deemed to be received at the time that the final payment referred to in clause 4(b) is received by the Promoter, not at the time the payment was made by the entrant.
20. Purchase receipts must be retained during the Promotional Period and until the Prize is redeemed. The Promoter will request the winner to present the relevant purchase receipt/s before the Prize is awarded.
21. This competition is a game of chance.
22. All taxes (including GST) which may be payable as a consequence of receiving a Prize are the sole responsibility of the winner. The winner may wish to seek independent financial advice as to any tax or other implications arising as a result of accepting the Prize.
23. Any ancillary costs, including but not limited to insurance of the Prize, collection and any and all other expenses are the responsibility of the winner.
24. If there is a dispute as to the identity and eligibility of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity and eligibility of the entrant.
25. If for any reason the winner does not take the Prize at the time stipulated by the Promoter, then the Prize will be forfeited and will not be redeemable for cash. This is subject to the relevant State Authority.

26. If any element of the Prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute that element of the Prize with a Prize to the equal value and/or substantially similar specification.
27. Total Prize value is up to AUD\$37,434.01, inclusive of GST. The Prize, or any unused portion of a Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. The judge'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, manipulated or tampered with in any way.
28. Entrants irrevocably and for valuable consideration consent to the Promoter and their licensees using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period 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.
29. 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.
30. 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 2010* (Cth), as well as any other implied warranties under 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 and any loss or damage (including loss of opportunity), whether direct, indirect special or consequential, arising in any way out of the promotion.
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and/or Prize suppliers (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence) for any personal injury and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising out of or in connection with this promotion, including but not limited to:
  - (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 or other liability incurred by a winner or entrant; and/or
  - (f) the taking of the Prize.
32. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify cancel, terminate or suspend the competition.

33. As a condition of accepting the Prize, the winner must sign any legal documentation as, and in the form, required by the Promoter and/or Prize suppliers in their absolute discretion require, including but not limited to a legal release and indemnity form.
34. As a condition of winning and taking the Prize, the winner may be required to (a) take photographs and/or videos of their experience(s) (in accordance with the guidelines provided by the Promoter) while taking their Prize ("**Materials**"); and (b) provide the Materials to the Promoter when requested. As a condition of winning and taking the Prize, the winner grants to the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such Materials for any purpose in any media, without compensation, restriction on use, attribution or liability. The winner warrants to the Promoter that the Materials provided will be his/her original work and that the Materials do not infringe the rights of any third party. The winner indemnifies the Promoter against all costs and claims by third parties arising from a breach of this warranty. The winner consents to any use of the Materials by the Promoter, its affiliates or sub-licensees which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).
35. Entries remain the property of the Promoter. Details from entries will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties for the purpose of processing and conducting the competition) and for promotional purposes surrounding this competition. By entering this competition, entrants irrevocably consent to the use of such information as described and as set out in the Promoter's privacy policy (available at <https://www.abesco.com.au/privacy-policy/>) 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, publicity purposes and marketing 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 at the address below or via the email address [info@abesco.com.au](mailto:info@abesco.com.au).
36. For the purpose of this promotion, the "**Promoter**" is A'Besco Pty Ltd ABN 71 115 768 146 trading as A'Besco Blinds and Awnings of 49 Captain Cook Drive, Caringbah NSW 2229.
37. NSW Permit No. TP/02060.