

# GATES 30 YEAR PROMOTION

## FULL TERMS AND CONDITIONS

1. Information on how to enter this promotion and the prizes that form part of this promotion also form part of these Terms and Conditions. By submitting an entry into this promotion, the entrant warrants that they have read, understood and accepted these Terms and Conditions. These Terms and Conditions can be downloaded from <http://info.gatesaustralia.com.au/30yearpromo>
2. The promoter is Gates Australia Pty Ltd. (ABN 36 006 576 754) of 1-15 Hydrive Close, South Dandenong VIC 3175, telephone 03 9797 9666. ("Promoter")
3. Subject to clause 4, entry is only open to Registered Mechanical Workshop Trade businesses operating in Australia, and if an individual, aged 18 years or older (Eligible Businesses).
4. Employees (and their immediate families) of the Promoter, participating distributors, resellers 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.
5. The promotion commences at 8:00am AEDST on 1st April 2017 and will close at 5:00pm AEST on 30<sup>th</sup> June 2017 ("Promotional Period"). An entry is deemed to have been received at the time of its receipt by the Promoter and not at the time of transmission by the entrant.
6. There will be thirty (30) major prizes (awarded via a major prize draw at the end of the Promotional Period) to be won in this promotion.
7. Entrants will need to qualify to enter the prize draw by either:
  - a. A Gates Timing Component Kits (Part #: VKMAxxxxxx, TCKxxxx, TCKHxxxx, TCKHTxxxx, TCKHWPxxxx, TCKHWPTxxxx, TCKWPxxxx, , KPxxxxxxxx, K0xxxxxxxx) during the promotion period. Every Gates TCK purchased = 1 Entry.
  - b. A Gates Micro-V Belt (3PKxxx, 4PKxxxx, 5PKxxxx, 6PKxxxx, 7PKxxxx, 8PKxxxx, 9PKxxxx, 10PKxxxx & 12PKxxxx) & Gates Tensioners (38xxxx, 39xxx). Every Gates Micro-V Belt & Tensioner purchases on the SAME invoice = 1 Entry.
8. To enter, entrants must during the Promotion Period:
  - a. Make a Qualifying Purchase from participating Australian Gates Reseller/Distributors.
  - b. Visit <http://info.gatesaustralia.com.au/30yearpromo> (the "Website") and fully complete the online entry form, including details of product purchased and completing the requested personal and business details upon the online entry form so that it is received during the Promotional Period.

- c. Meet clause 3 – be a Registered Mechanical Workshop
9. To verify each entry entrants must retain:
    - a. The original purchase receipt(s).
  10. The Promoter may require entrants to provide these and/or information regarding the circumstances of Product purchases to the Promoter or its agent as part of the entry verification process. Failure to provide these to the Promoter's satisfaction will result in an invalid entry (and, at the Promoter's discretion, in all of the entrant's entries being invalid).
  11. Entries may only be submitted online and in the correct form and will not be accepted by the Promoter in any other form
  12. Multiple entries are allowed, however, every entry must be a separate online entry and be one entry per receipt / invoice. If an entrant is unable to provide proof of purchase for all entries made, then all the entries of that entrant will be deemed invalid. Sharing receipt / invoice numbers is not allowed. If the Promoter reasonably believes that an entry has been made on this basis, the Promoter will invalidate all entries affected.
  13. 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. The Promoter also reserves the right to disqualify any entrant who submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not keeping with the spirit 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.
  14. No responsibility will be accepted by the Promoter for late, lost or misdirected entries. Incomplete or indecipherable entries will be deemed invalid.
  15. 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. Any incorrect entrant details submitted may render the corresponding entry invalid. It is each entrant's responsibility to inform the Promoter if their personal details change during the Promotional Period. Entrants should direct any request to access, modify or correct information to the Promoter.
  16. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of computer, on line (or wireless) systems, servers, or providers, computer equipment, software, or technical problems resulting from participation or sending or receiving of any communication or of any materials in this promotion.
  17. The major prize draw will take place at Gates Australia, 1-15 Hydrive Close, Dandenong South, VIC 3175 on 7<sup>th</sup> July 2017 at 10am AEST. The Promoter may draw additional reserve entries at the time of the draw and record them in order, in case an invalid entry or ineligible entrant is drawn.

18. The winner will be notified by telephone and email within two business days of the date of the draw, and their name will be published in The Australian on 12<sup>th</sup> July 2017.
19. The Promoter's decision is final and no correspondence will be entered into.
20. The following valid entry drawn will win:
  - a. 1<sup>st</sup> & 2<sup>nd</sup> drawn - Evolve Carbon GT All Terrain Skateboard (RRP: \$1999 each)
  - b. 3<sup>rd</sup>-6<sup>th</sup> drawn - Evolve Bamboo GT Street Skateboard (RRP: \$1449 each)
  - c. 7<sup>th</sup>-12<sup>th</sup> drawn - Hisense 55" ULED HDR Smart LED LCD TV (RRP: \$1298 each)
  - d. 13<sup>th</sup>-16<sup>th</sup> drawn - PS4 PlayStation 4 1TB Pro Console (RRP: \$559 each)
  - e. 17<sup>th</sup>-20<sup>th</sup> drawn - GoPro HERO5 Black 4K Action Video Camera (RRP: \$548 each)
  - f. 21<sup>st</sup>-30<sup>th</sup> drawn – Gates ABDS/SBDS Training Display (RRP: \$299 each)Total prize pool value is up to AU\$25,000.
21. If for any reason the winner does not take the prize by 12:00pm AEST on 9th October 2017, then the prize will be forfeited and a new winner will be drawn in accordance with clause 24.
22. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
23. Subject to clause 21, the prize is not transferable or exchangeable and cannot be redeemed for cash, unless otherwise specified in writing by the Promoter.
24. A draw for the prize, if unclaimed or forfeited as provided for by clause 23, may take place (if required) on 10<sup>th</sup> October 2017 at 2:00pm at the same place as the original draw, subject to any directions from a regulatory authority. The winner will then be notified by telephone and email within two business days of the date of the unclaimed prize draw and their name will be published in The Australian on 13<sup>th</sup> October 2017.
25. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the 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 promoting any products manufactured, distributed and/or supplied by the Promoter.
26. 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, infection by computer virus, bugs, tampering, unauthorised intervention, or any other cause beyond the Promoter's reasonable control which corrupts or affects the administration security, fairness, integrity or proper conduct of this

promotion, 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 or these Terms and Conditions, as appropriate without providing any recourse to an entrant in this promotion.

27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. 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 that cannot be excluded at law ("Non-Excludable Guarantees"). Other than any 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.
29. 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) taking/use of the prize.
30. To the extent permitted by law, all entrants release from and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize or participation in the promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
31. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose the 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 set out in its Privacy Policy, which can be viewed at <http://www.gatesaustralia.com.au/utility/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 applicable Australian privacy laws or any other applicable law, and how those complaints will be dealt with. All entries are the

property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.

32. Failure by the Promoter to enforce any one of these terms and conditions in any instance will not give rise to any claim or right of action by any other person or entrant.

33. Authorised under NSW Permit No. LTPS/17/12087; SA Permit No. T17/377; ACT Permit No. TP 17/00401.1