

TERMS AND CONDITIONS

Schedule to Terms & Conditions of entry	
Promotion name:	10 Days of Christmas Giveaways
Eligible States/Territories/Stores:	Participating United Tools and ISG stores, nationwide.
Promotional period:	Start Date: 7:00am AEST, 27 th November 2023 End Date: 11:59pm AEST, 10 th December 2023 No entries will be accepted outside this time unless extended by the Promoter.
Promoter: (Name and address of business running the promotion)	Trade Member Direct located at Unit 10, 43 Cedric Street Stirling WA 6021.
Eligible entrants (Participant):	Register to any participating stores email database and go in the draw to WIN 1 of 10 prizes.
Details of prizes:	<p><i>Prizes include:</i></p> <ul style="list-style-type: none"> • 1 x MAKITA - 18V BRUSHLESS Heavy Duty Driver Drill - Includes 2 x 5.0Ah Batteries, Rapid Charger & Carry Case. Valued at \$599 RRP • 1 x TRU BRANDS – Rocbox Pizza Oven. Valued at \$799 RRP • 1 x BEAVER BRANDS Black Rat 4WD Safety Recovery Kit. Valued at \$429.95 RRP • 1 x Mack Terrapro Zip Safety Boots + Bonus Bamboo Socks. Valued at \$283.95 RRP • 1 x SUTTON TOOLS – Viper Plus 25pc Drill Set. Valued at \$260 RRP • 1 x KINCROME – Portable Tool Kit. Valued at \$299 RRP • 1 x SAINT GOBAIN – Clipper Tile Saws. Valued at \$235 RRP • 1 x PARAMOUNT SAFETY – Prize pack consisting of drink bottles, sunscreens, 12 pairs of Polarised Specs, 12 pack of Thortz. Valued at \$540 RRP • 1 x BISLEY WORKWEAR - \$500 Voucher • 1 x METABO - 18V Brushless 2 Piece Wrench/Grease Gun Combo Kit. Valued at \$1049 RRP <p><i>RRP prices listed at 24th November 2023 and are subject to change.</i></p>
Method of entry:	<p>Customers can enter this competition in one of 3 ways.</p> <ol style="list-style-type: none"> 1. If shopping online customers can click on one of the links below and complete the registration page. These links will be available on the participating members websites and social channels. https://gleam.io/u8LWL/10-days-of-christmas-giveaways https://gleam.io/lnuyZ/10-days-of-christmas-giveaways https://isgaus.com.au/10-days-of-christmas-giveaways

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	giveaways/ https://www.unitedtools.com.au/10-days-of-christmas-giveaways/ 2. If the customer is shopping instore they can scan a QR code on the displayed POS which will take them to the registration page for them to complete. 3. The link to the registration pages will be available on participating stores social channels.
Location of draw:	Trade Member Direct located at Unit 10, 43 Cedric Street Stirling WA 6021 on Monday, 11 th December.
Notification of winners:	The winner will be notified by a Member of the TMD Marketing Team via a phone call or email. Customers are only eligible to win 1 prize. If drawn out twice it will be redrawn.
Public announcement of winners:	With the winner's permission we will post to social media.
Unclaimed prize draw:	If necessary, the winner will be re-drawn until the prize is confirmed eligible.
Notification of unclaimed prize winners:	N/A
Public announcement of winners from unclaimed prize draw:	N/A
Permit Reference:	N/A

SHORT FORM T&Cs

Terms and conditions apply, the promoter is Trade Member Direct. Offer valid during the promotional period 7:00am AEST, 27th November to 11:59pm AEST, 10th December 2023. The Prize is for ((ten (10))) winners who will receive ((1) prize each.

TERMS & CONDITIONS OF ENTRY

Information on how to enter and prize details form part of these terms and 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.

Entry is open only to legal residents of the Eligible States/Territories over the age of 18 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 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.

The Promotion will be conducted during the Promotion period.

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

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

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

Participant 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. Participants are responsible for any and all expenses that they incur in entering the Promotion and they will not be reimbursed for doing so.

If the Participant enters as a company, they must ensure that they are eligible to accept the prize, or it will be redrawn.

The Participant 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.

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

Participant may participate up to the Maximum number of times as specified in the Schedule (if applicable).

The prize(s) will be awarded to the valid entrant(s) in accordance with the Prize draw details.

The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on being awarded a prize in store.

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.

The name(s) and state/territory of residence of the winner(s) will remain confidential unless consent is provided for publication.

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.

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.

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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 they form part of the Promotion or paying the cost of resupplying those goods or services.

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.

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 Participant. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and Participant 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 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.

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. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

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.

The Promotion and these Terms of entry will be governed by the law of Queensland. Participant accepts the non-exclusive jurisdiction of courts and tribunals of Queensland in connection with disputes concerning the Promotion.

Facebook, YouTube, or Instagram may be used to advertise or promote the Promotion. By entering the Promotion, Participant agree that the Promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, YouTube, or Instagram; and to release Facebook, YouTube, or Instagram 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, or Instagram.