

MITRE 10 MIGHTY REWARDS – WIN A FORD EVEREST VALUED AT OVER \$65,000 PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and prize details form part of these Terms and Conditions of this Mitre 10 Mighty Rewards Win a Ford Everest Valued at Over \$65,000 promotion (“Promotion”). If there is any conflict between these Terms and Conditions and any other published material, these Terms and Conditions will prevail.
2. The Promoter is Mitre 10 Australia Pty. Ltd 19 Corporate Drive, Heatherton VIC 3202 ABN – 98 009 713 704 Phone 1300 880 440.
3. Entry is open to Australian residents over the age of 18 who hold a current Mighty Rewards Card (“Eligible Entrant”). Employees (and their immediate families) of the Promoter, Mitre 10 Australia Pty Ltd, participating Mitre 10 retailers, and agencies and/or companies associated with the conduct of this competition, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
4. Eligible Entrants in this Promotion are deemed to abide by these Terms and Conditions by virtue of their entry.
5. Entries into the Promotion open at 6 AM AEST on Saturday 22 August 2020 and close at 11 PM AEDST on Sunday 15 November 2020 (“Promotional Period”).
6. To receive an automatic entry into the promotion an Eligible Entrant must complete one (1) of the following steps during the Promotional Period:
 - a) **In store:**
 - Spend \$30 or more in a single transaction at a Participating Store and scan their Mighty Rewards Card upon payment (“Qualifying In-Store Transaction”). Eligible Entrants will receive one (1) automatic entry for every \$30 spent in a Qualifying In-Store Transaction during the Promotional Period. A participating store is any Mitre 10 store in Australia that displays material advertising this Promotion (“Participating Store”). For the removal of doubt, Qualifying In-Store Transactions paid for with redemption of Mighty Rewards Points will still be valid for entry into the Promotion.
 - b) **Online at mitre10.com.au:**
 - Spend \$30 or more in a single transaction online at Mitre10.com.au and enter their Mighty Rewards Card number at cart checkout in the Mighty Rewards Card number field (“Qualifying Online Transaction”). Eligible Entrants will receive two (2) entries for every \$30 spent in a Qualifying Online Transaction. For the removal of doubt, Qualifying Online Transactions paid for with redemption of Mighty Rewards Points will not be valid for entry into the Promotion.
7. Eligible Entrants must have a valid email address and their current mobile phone number stored against their Mighty Rewards account when the Qualifying In-Store Transaction or Qualifying Online Transaction takes place.
8. Individuals not already a Mighty Rewards Member may sign up to Mighty Rewards by visiting mitre10.com.au, selecting their nominated participating store and entering all required fields including email and mobile number. The Mighty Rewards card number will then be emailed to the member. There is no cost to join Mighty Rewards.
9. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.

10. Cancelled or incomplete transactions will be deemed invalid.
11. 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.
12. There will be five (5) minor prize draws ("Minor Draws") and one (1) major prize draw ("Major Draw") for this Promotion. Entries close for each draw on the dates specified in the table below. All draws will take place at Database Consultants Australia, Level 6, 30 Convention Centre Place, South Wharf, Melbourne VIC 3006 at 2:00pm AEST/AEDST on the dates specified in the table below. The Major Draw will be conducted in the presence of an independent scrutineer. Entries in each Minor Draw will NOT be entered into any subsequent Minor Draws but will be entered into the Major Draw. Winners will be notified in writing within two (2) business days of the draw and published at <https://mightyrewards.com.au/> from the dates specified in the table below. In the event of a South Australian winner, their name will also be announced in The Advertiser on the dates specified in the table below.
13. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

Draw dates will be as follows:

Draw	Entries close	Draw date	Publication date
Minor Draw 1	26 August 2020	9 September 2020	23 September 2020
Minor Draw 2	16 September 2020	30 September 2020	14 October 2020
Minor Draw 3	30 September 2020	14 October 2020	28 October 2020
Minor Draw 4	14 October 2020	28 October 2020	11 November 2020
Minor Draw 5	28 October 2020	11 November 2020	27 November 2020
Major Draw	15 November 2020	27 November 2020	11 December 2020

14. The Promoter's decision is final, and no correspondence will be entered into, including in the event of a dispute. The Prizes must be taken as offered and cannot be varied.
15. The first valid entry drawn in each Minor Draw will win a minor prize of a \$1,000 Mitre 10 Gift Card. Only one (1) minor prize permitted per person (excluding South Australian residents).
16. Any ancillary costs associated with redeeming the Mitre 10 Gift Card are not included. Any unused balance of the Mitre 10 Gift Card will not be awarded as cash. Redemption of the Mitre 10 Gift Card is subject to any terms and conditions of the issuer including those specified on the Mitre 10 Gift Card.
17. The first valid entry drawn in the Major Draw will win the major prize of a Ford Everest Trend 4WD Bi-Turbo Diesel with a total value up to \$57,371.52 (based on Victorian state on-road costs) plus \$3,564.20 of genuine accessories. All on road costs, registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State) are included in the prize. The vehicle will be handed over to the winner at the Mitre 10 store where the winner purchased or collected the goods for the winning entry. Additional insurance, vehicle options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference, subject to availability.
18. If the Major Prize winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the vehicle is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
19. The major and minor prizes (including any unused portion) cannot be transferred, exchanged or redeemed for cash. The Promoter retains the right to substitute the prize with a prize of equal or

greater value (including where the prize is unavailable), subject to approval of the gaming authorities in each State and Territory where relevant.

20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a 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.
21. Total prize pool value is up to \$65,935.72.
22. A draw for any unclaimed prizes may take place on the dates in the table below at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and published at <https://mightyrewards.com.au/> from the dates specified in the table below. In the event of a South Australian winner, their name will also be announced in The Advertiser on the dates specified in the table below.

Unclaimed Prize Draw	Draw date	Publication date
Minor draw 1	9 December 2020	23 December 2020
Minor draw 2	30 December 2020	13 January 2021
Minor draw 3	14 January 2021	28 January 2021
Minor draw 4	28 January 2021	11 February 2021
Minor draw 5	11 February 2021	25 February 2021
Major draw	01 March 2021	15 March 2021

23. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
25. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, proof of purchase, age and place of residence), and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
26. It is a condition of accepting the Prize that the winner may be required to sign a release of liability in a form to be determined in the absolute discretion of the Promoter.
27. 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, as well as any other implied warranties under the ASIC Act 2001 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.
28. Except for any liability that cannot be excluded by law, the Promoter and their agent Pinpoint Pty Ltd (including their respective officers, employees and agents) exclude 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under

the Promoter's control); (b) any theft, fraud, 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 Eligible Entrant; or (f) use of the prize.

29. 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 set out in its Privacy Policy, which can be viewed at <https://www.mitre10.com.au/legal/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 Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrant may opt out, access, update or correct their PI, how Eligible Entrant 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 will not disclose Eligible Entrant PI to any entity outside of Australia.
30. The Promoter may also disclose PI to Ford Australia, if an Eligible Entrant consents to such disclosure during the Promotion, who may use the information for their own marketing purposes. For details on how PI will be handled by Ford Australia, an Eligible Entrant should view their privacy policy (which will be made available at the time of entry).

Participating stores for this Promotion are available to view at [mitre10.com.au/mightyrewards](https://www.mitre10.com.au/mightyrewards)

**Authorised under Permit numbers:
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