

## CABAC'S WIN WITH 40 YEARS PROMOTION

### General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

### Who can enter

3. Subject to the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below ('Eligible Entrants'). Entrants must be over the age of 18, as of the date of entry.
4. Employees, and their immediate families, of the Promoter are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 Promoter is Legend Corporate Services (ABN 81 006 722 292), 8 Distribution Pl, Seven Hills NSW 2147.
6. The competition commences on **22/06/22** and closes **30/07/22 @ 8pm AEST ('Promotional Period')**.

### How to enter

7. Purchases can be made from any Cabac Stockist in Australia. ("Participating Store").
8. Participating Products are any product that falls under these categories:
  - a) CABAC hand tool; and/or
  - b) CABAC test and measurement product ("Participating Product/s").  
Refer to attached document for full list of Participating Product/s for the avoidance of doubt.
9. To enter Eligible Entrants must:
  - a) purchase Participating Product/s from a Participating Store during the Purchase Period. Not all products are available in participating stores; and
  - b) complete the online entry form at [www.cabac.com.au/promotions](http://www.cabac.com.au/promotions) including personal details as well as a copy of the Tax Invoice
  - c) Note: by entering this competition the Entrants purchase may also be eligible for the 40 Years Celebration Gift Card Redemption promotion. If so, upon entering this competition, the Entrant may also choose to claim their Gift Card.
10. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid. Only those entries received by the Promoter will be included in the competition draw.
11. In the event of a dispute as to the identity of the entrant, the Promoter will make a determination and no correspondence will be entered into.

### Number of Entries permitted

12. Subject to these terms and conditions, only one entry is permitted per Tax Invoice, regardless of how many items are on there.

### Prize, Draws and Publish dates

13. The prizes are as follows:

1 <sup>st</sup> Prize	Samsung 55" Q60B 4K QLED Smart TV 2022. Model QA55Q60BAWXXY. RRP \$1495 AUD.
2 <sup>nd</sup> Prize	Billabong Texas Offset Smoker. Model TEXASK. RRP \$649 AUD.
3 <sup>rd</sup> Prize	DJI Mavic Mini SE Fly More Combo. Model DJIMAVICMINISECB. RRP \$619 AUD.
4 <sup>th</sup> Prize	GoPro HERO9 Black 5K HyperSmooth 3.0 Action Cam. Model CHDX-901-RW. RRP \$599 AUD.
5 <sup>th</sup> Prize	Beurer MG185 Elite Deep Tissue Massage Gun. Model MG185. RRP \$279 AUD.
6 <sup>th</sup> Prize	Jabra Elite Active 75T True Wireless In-Ear Headphones. Model 4788929. RRP \$249.00 AUD.
7 <sup>th</sup> Prize	Amazon Echo Dot with Clock & Alexa (Gen 4). Model B085M6675T. RRP \$79.00 AUD

14. The Total Prize Pool is RRP \$3974.00 AUD (including GST).
15. There will be one (1) draw at the end of the promotion with seven (7) winners drawn. The first winner will win prize one (1), the second winner will win prize two (2) etc. The winners will be drawn on **05/08/22 at 12pm AEST** at Unit 40, 1-5 Thew Parade, Cromer NSW 2099.
16. The Winner will be notified by phone within two business days of the draw. Their name will be published at [www.cabac.com.au/promotions](http://www.cabac.com.au/promotions) from **12/08/22**.
17. Subject to State and Territory law a redraw for any unclaimed prizes, will take place on **21/11/22 from 11.00am AEST** at the location of the original Draw. If applicable, the winner of the unclaimed prize draw will be notified by phone and published at [www.cabac.com.au/promotions](http://www.cabac.com.au/promotions) within 7 days of the draw.
18. Prize claims will be subject to security and verification checks.
19. The Winner's prize will be delivered via Australia Post or Courier (depending on prize won) within 14 days of the Winner confirming their delivery address in writing.

20. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. The Winner is responsible for any fees associated with owning and maintaining the prize. Prize is non-transferable, cannot be exchanged for any other prize, and cannot be exchanged for cash.
21. The warranty on the goods and services obtained as a result of this promotion remains the sole responsibility of the manufacturer/supplier of the prize. The Promoter will not be responsible for any malfunction, fault, technical or design error or any other breakdown concerning the Prize whatsoever. The Winner undertakes to liaise directly with the providers of the Prize in respect of any manufacturer's warranties and/or guarantees and hereby release the Promoter from any liability whatsoever in respect thereto. For clarity, the Winner waives all of its rights to make any claim against the Promoter in relation to any aspect of the Prize and Warranty whatsoever.

#### **Further Terms and Conditions**

22. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
23. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
24. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
25. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
26. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.

#### **Privacy Collection statement**

27. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available on request. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Legend Corporate Services (ABN 81 006 722 292), 8 Distribution Pl, Seven Hills NSW 2147.

#### **Copyright, Statutory guarantees, Waiver and liability**

28. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
29. In participating in the prizes, the winner/s agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
30. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
31. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
33. Nothing in these Terms and Conditions limit, exclude or modify 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 the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
34. 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 a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.
35. Authorised under ACT Permit No. TP 22/01147.