

Terms & Conditions

Name of Promotion: Clever way to get away

Promotion Details: Memory Game - match all 8 'Clever' Pope product images to complete the game and submit your entry to go in the draw to Win the Major or minor prizes.

Agency contact: Them Advertising 1/26 The Parade West, Kent Town SA, 5067

Client contact: Toro Australia, 53 Howards Road, Beverley SA 5009.

Promoter: The Promoter is Toro Australia Pty Ltd (ABN 47 001 310 443), of 53 Howards Road, Beverley SA 5009.

1. Relevant State/s: SA, VIC, NSW, QLD, WA, TAS, ACT & NT
2. Entry Restrictions: Entrants must be 18 years of age or over and currently reside within Australia.

Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of Toro Australia, participating Toro retailers, and agents of any organisation associated with this Promotion are not eligible to enter.

There is no entry fee or purchase required to enter this competition. Any cost associated with accessing the Competition is the entrant's responsibility and is dependent on the internet service provider used.

3. Competition Period: The competition begins on Monday 7th January 2019. Entries for the competition close at 5.00pm ACDT Thursday 28th February 2019.

4. Entry Method:

Online Entry:

- a) Match all 8 'Clever' Pope product images to complete the game of memory. There is no time limit, if you select an incorrect match, the option will flip back over and you will be able to select from the remaining images.
- b) Entrants will need to supply the following personal details;
 - I. Name
 - II. Email
 - III. Phone
 - IV. Postcode
- c) All entrants must register with a valid email address and mobile phone number to be eligible to enter and/or vote
- d) All entrants must agree to these terms and conditions
- e) All valid entries received during the Competition Period will be drawn on Friday 8th March 2019 at 9.30am at 1/26 The Parade West, Kent Town 5067.

5. Maximum Number of Entries: One entry per person. Multiple entries are not permitted.

6. Judging Criteria: For the major prize, the valid online entry will be selected at random by representatives of the Promoter. The major and minor prize winners will be telephoned and emailed on the 8th March 2019. The major and minor winners will also be published on the cleverwaytowater.com.au on the 8th March 2019 by 5.00pm ACDT. Once the major prize has been drawn, the 3 minor prizes will be selected at random by representatives of the Promoter. The judge's decision is final and no correspondence will be entered into.

8. Prize Details:

There is a major prize and 3 minor prizes valued at \$18,000 as follows:

Major PRIZE

Includes the following;

Travel Voucher supplied by Phil Hoffman Travel to the value of \$10,000, to be used toward any domestic or international travel, subject to availability conditions below.

1 x VISA Card Voucher \$5,000

TOTAL = \$15,000

Minor PRIZES

Travel Voucher supplied by Phil Hoffman Travel to the value of \$3,000, to be used toward any domestic or international travel, subject to availability conditions

3 x Travel Voucher \$1,000

TOTAL = \$3,000

Total Prize Pool: \$18,000

No alternatives to prizes will be offered. Prizes are not transferable or exchangeable. Lost or stolen vouchers cannot be replaced. Voucher prizes must be redeemed within the timeframe specified on the voucher.

TERMS AND CONDITIONS for Travel vouchers:

Prize winners must make contact with Bec Boothby at Phil Hoffmann Travel Glenelg office within 30 days of the prize being drawn on PH: 8179 9625 or the prize may be deemed void. Travel prizes are to be booked within 12 months from contact with Phil Hoffmann Travel. Travel arrangements are subject to availability at time of booking.

Travel Prizes are not transferrable or redeemable for cash, traveller's cheques, foreign currency, MasterCard Cash Passport, or other travel accessories i.e. luggage, phone cards.

Bookings are subject to Phil Hoffmann's Schedule of Professionalism.

Phil Hoffmann is a ten-time winner of AFTA Australian Travel Agency of the Year award who specialises in personalised travel needs, coach tours, cruising, group, incentive & business travel.

Visit our website www.pht.com.au for all your travel needs.

9. Notification of Winners: The winners of the major and minor prizes will be notified via telephone and emailed on Friday 8th March 2019 and published on the website **cleverwaytowater.com.au**.
10. Prize Claim Date and Time: Prizes will be mailed out by recorded post to an address each winner has provided by Friday 15th March 2019. The Prize Provider will liaise with the prize winners to arrange delivery details.
11. Entries not completed in accordance with the rules and conditions or received outside of competition period (Monday 7th January 2019 to Thursday 28th February 2019 5.00pm ACDT) will not be considered valid and will not be included in the judging. No correspondence will be entered into. Entrants must be authorised to transfer all rights, title and interest in their entry to the Promoter, and entrants found not able to do so will be deemed invalid. The judge's decision in relation to any aspect of the competition is final and binding on every person who enters. No correspondence will be entered into.
12. Except for any liability that cannot be excluded by law, the Promoter (including its 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, 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, 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 tax liability incurred by a winner or entrant; (e) redemption of the prize; and/or (f) participation in the promotion.
13. All entries become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest in and to their entry to the promoter. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter is entitled to use any of the entries submitted for any purposes at its discretion, including for any future promotion,

marketing and publicity purposes. Entrants consent to Toro Australia using the entrant's name, likeness, image and/or voice in the event they are a winner (including, without limitation, photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by Toro Australia.

14. If, for any reason, this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries.
15. By entering the promotion, the entrant consents to receive any email regarding the promotion from the Promoter and other emails that inform the entrant of the Promoter's other publications, products, services and events and to promote third party goods and services it may be interested in.
16. The collection, use and disclosure of personal information provided in connection with this competition is governed by Toro's Privacy Policy.
17. The Agency and Promoter reserve the right, at their discretion, to change these terms and conditions at any time. Both entrants and voters agree to abide by the most recent version of this document each time they view and use the website. Users are accordingly advised to consult the terms and conditions each time they view the website.
18. The Agency and Promoter reserve the right to suspend, block or terminate any account without notice if these terms and conditions are breached.

Major Trade Promotion Lottery Licence T18/2159