

# Tutt Bryant Equipment “Win a Trip to America” Trade Promotion

## TERMS AND CONDITIONS OF ENTRY

- 1) Information on how to enter the Competition forms part of these terms and conditions of entry. Participation in this Competition is deemed acceptance of these Terms and Conditions of Entry.
- 2) This Competition is being run by BT Equipment Pty Ltd trading as Tutt Bryant Equipment (**‘Company’**) during the Promotional Period.
- 3) The Competition commences at 9am on 1 October 2019 and concludes at 5pm on 30 November 2020. (**‘Promotional Period’**).
- 4) The Promoter of this Competition is BT Equipment Pty Ltd (ACN 094 476 141 / ABN 89 094 476 141) of G02, 8 Parkview Drive, Sydney Olympic Park, NSW, 2127. Telephone 02 9646 6000 (**‘Promoter’**).
- 5) Officers, employees and immediate family members of officers and employees of the Promoter and any other entities associated with the Competition and its prizes are ineligible to enter the Competition.
- 6) The Competition is open to entrants that are 18 years and over.
- 7) Number of Entries: Entries made between 1 October 2019 and 30 April 2020 are eligible for 2 entries per eligible purchase. Entries made between 1 May 2020 and 30 November 2020 are eligible for 1 entry per eligible purchase.
- 14) All winners will be notified on the day of the draw by telephone and email confirmation.
- 15) Unless otherwise specified, prizes or any unused portion of a prize, are not exchangeable or transferable and cannot be redeemed for cash.
- 16) If this Competition 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 modify, suspend, terminate or cancel the Competition to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
- 17) The Promoters decision is final and no other correspondence will be entered into.
- 18) It is a condition of entry that the entrant consents to the Promoter using the entrant’s name, likeness, image and/or voice in the event they are a winner of a Prize (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Competition (including any outcome), and promoting and products and services, distributed and/or supplied by the Promoter.
- 19) By entering the Competition, an entrant releases and indemnifies the Promoter (including officers, employees and agents) from and against all actions, liabilities, penalties, 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 Competition or winning or failing to win a prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to void or unenforceable.

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- 8) People will be automatically entered into the Competition by purchasing a new Gehl or Mustang Skid Steer Loader from Tutt Bryant Equipment. The purchase of the equipment must be finalised before an entry will be validated. The number of entries per purchase is described at Item 7 of these Terms and Conditions of Entry.
- 9) The prize consists of:
  - a. 1 return economy airfare to America in June 2021;
  - b. All accommodation and main meals;
  - c. Entry tickets to Road America (car race), Harley Davidson Factory Tour, Gehl Factory Tour.
- 10) The prize does not include:
  - a. Souvenirs, gifts;
  - b. Meals and Drinks (other than those supplied above);
  - c. Any other beverages from bars, minibars consumed during the trip;
  - d. Any insurances for health or luggage; or
  - e. Any other expenses incurred not listed in Item 9 above.
- 11) The winners of the Competition will be determined by 5 draws. The draws will take place on 1 December 2020 at 8 Ferngrove Place, South Granville, NSW, 2142. The Promoter reserves the right to draw additional reserve entries and record them in order in case and invalid entry or ineligible entrant is drawn. The winner need not be present at the draw.
- 12) Ineligible entrant’s can be classed as:
  - a. The entrant has already been drawn as a winner;
  - b. The entrant declines the prize;
  - c. The entrant is an employee or associate of the Promoter as referenced in Item 5 above.
- 13) Should a winner not claim and accept the prize by 15 December 2020, they will be deemed to be Ineligible and the next reserve entry as described in Item 11 will be awarded the prize.
- 20) Authorised under Permit Numbers: LTPS/20/43646
- 21) The Promoter collects the entrants’ personal information to assist it in promoting the Promoter’s business and services and to process the Competition entries. By entering the Competition, unless otherwise advised, each entrant also expressly consents to:
  - a. The Promoter contacting an entrant by any means (including by electronic means or telephone) to let the entrant know about goods, services or promotions which the Promoter considers may be of interest to the entrant;

### Privacy, Spam Act and Do Not Call Register Act Statement:

Without any further reference, payment or other compensation to the entrant. The express consent referred to in this Statement continues until withdrawal of that consent is effective (as set out under applicable law).

Entrants’ personal information may also be disclosed to State Lottery Agencies and the winners’ names published as required under the relevant lottery legislation. All personal details of the entrants will be stored at the offices of the Promoter. A request to access, update or correct any information should be directed to that office.