

ATKAR "FREE BEACH CRICKET SET" PROMOTION

TERMS AND CONDITIONS

1. Entry instructions and reward information form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions. Offer is not valid in conjunction with any other offer.
2. The promotion is open to Victorian residents, other than employees (and their immediate families) of the Promoter, Atkar (defined below), and their related companies and agencies associated with this promotion. Persons under 18 years must seek permission to enter from their parent or guardian and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting an entry in this promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.
3. The promotion will be conducted at Atkar, 17-19 David Lee Road Hallam, VIC 3803 ("**Atkar**"). Promotion commences at 8.00am AEDST on 14/11/2016 and closes at 5.00pm AEDST on 28/02/2017 or when a total of 150 free cricket sets have been claimed, whichever is earlier. There will be a registry of all free cricket sets claimed at the Atkar Trade Desk. Once the 150 cricket sets have been claimed the promotion will cease
4. TO ENTER: Spend over \$250 from our Temporary Protection Materials range in one transaction (excludes GST & Delivery costs) and you will receive one full size Atkar Beach Cricket Set.
5. Purchases are only for Temporary Protect Material products only.
6. A customer can only receive one free cricket set on each transaction regardless of its total value.
7. A total of two (2) free cricket sets per customer during the promotional period.
8. Promotion is only valid for Atkar Account Customers.
9. The Promoter accepts no responsibility for late, lost or misdirected entries. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including a entrant's identity, place of work, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. 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.
11. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
12. If for any reason an entrant does not take the gift by the time stipulated by the Promoter, then the gift or that element of the prize will be forfeited.
13. Promoter's decisions are final, and no correspondence will be entered into.

14. 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, as well as any other implied warranties under the ASIC Act 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.
15. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, 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 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; or (e) taking/use of a reward.
16. To the extent permitted by law, the Promoter is not responsible for any incorrect or inaccurate information, either caused at time of entry or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
17. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, (including but not limited to) any injury or damage to entrants or any other person's computer related to or resulting from participation in or down-loading any materials in this promotion.
18. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any costs associated with submitting an entry is the entrant's responsibility and is dependent on the Internet service provider used. Any contact details submitted incorrectly shall be deemed invalid. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically entry repeatedly is prohibited and will render all entries submitted by that entrant invalid.
20. In the event of war, terrorism, state of emergency or disaster the Promoter reserves the right to cancel, terminate, modify or suspend the promotion.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a successful entry (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

22. The Promoter may collect 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, and reward suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in their Privacy Policies, which can be viewed at https://atkar.com.au/content/uploads/2016/10/FINAL_Atkar_Cricket_Set_terms_conditions.doc c 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 entrant. The Privacy Policy also contain information about how entrants may opt out, access, update or correct their PI, how entrants 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. Unless otherwise indicated, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the relevant Privacy Policy).
23. The promoter is Atkar Pty Ltd of 17-19 David Lee Road Hallam, VIC 3803 (ABN 26 509 357 032) ("**Promoter**").