

## **Gainsborough G3 with QuickFix Jet Ride Promotion Terms and Conditions**

### **GENERAL**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems 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.
3. The promoter is **Allegion (Australia) Pty Ltd (Allegion)** ABN 49 077 898 161 whose registered office is at 31-33 Alfred St, Blackburn, 3130, Victoria (**Promoter**).
4. The Gainsborough G3 with QuickFix Jet Ride (**Promotion**) will commence at 12.00am (AEST) on **1 May 2020** and ends at 11.59pm (AEST) on **30 September 2020 (Promotion Period)**.
5. By entering this Promotion, an entrant is indicating his/her agreement to be bound by these terms and conditions.

### **ENTRY ELIGIBILITY**

6. Subject to clause 7, entry is open to all residents of Australia, excluding external territories, who have fulfilled the requirements set out below ('Eligible Entrants').
7. Must be over the age of 18.
8. Employees of Allegion or their family members or anyone else connected in any way to the competition or helping to set up the competition shall not be permitted to enter the competition.

### **HOW TO ENTER**

9. Eligible Entrants that have received the entry pack may enter this competition by visiting [www.wingainsborough.com.au](http://www.wingainsborough.com.au) providing their **contact details** and watching the **Gainsborough G3 with QuickFix Product Demonstration Presentation**.
10. Entries must include all requested contact details. Each entry must be unique and received by the Promoter within the Competition Period.
11. The Promoter is not liable for entries not received for whatever reason.

### **HOW WINNERS ARE DETERMINED AND PRIZES**

12. The rules of the Promotion and the prize for each winner are as follows:
  - a. **Prize Winners** The promoter will use a random computer-generated selection tool to select **Three Winners** from all entries which comply with these terms and conditions (as determined by the Promoter).
  - b. **The Prize Details are:** Top Gun Jet Mission - Experience a Jet Fighter in person (The Prize). By accepting The Prize, the winner accepts Top Gun Jet Mission's terms and conditions (<https://jetfighter.com.au/terms-and-conditions/>) . Allegion accepts no liability for any injury or death occurred during the the Prize experience.

13. No cash alternative to the prizes will be offered. The prizes are not transferable. Allegion is not liable for any associated costs (i.e. transportation to The Prize, food, insurance)
14. The Winner will be drawn at 1.00pm (AEST) on Friday 9 October 2020 at Allegion, 31 – 33 Alfred Street, Blackburn, VIC 3130. The Winner will be notified by email and/or phone within 28 days of the closing date.
15. The Promoter, any fulfilment company and its associated agencies and companies, will not be liable for any delay in transit of, any prize.
16. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this Promotion.
17. If a winner cannot be contacted or do not claim the prize within 3 months of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner on 8 November 2020 in accordance with the procedure outlined above.
18. If any prize remains unclaimed after 6 December 2020, the Promoter may retain the prize and is under no obligation to find a further alternative winner.
19. Right to use entries, names and likeness
20. The Promoter collects personal information in order to conduct the Competition and for other purposes of collection as set out in the Promoter's privacy policy. The Promoter may, for this purpose, disclose such information 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 information.
21. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Australia). Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on 1800 098 094 during office hours. The Promoter's privacy policy can also be viewed at <http://www.gainsboroughhardware.com.au/privacy-policy>

#### **General**

22. You are providing your information to Allegion and not to any other party.
23. The Promoter reserves the right to cancel or amend the competition and these terms and conditions without notice, subject to the approval of the gaming authorities in each state and territory, if required, in the event of catastrophe, war, civil or military disturbance, act of god or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
24. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
25. 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, 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).** 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 Competition.

26. 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 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:
- i. Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - ii. Any theft, unauthorised access or third party interference;
  - iii. 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;
  - iv. Any variation in prize value to that stated in these Terms and Conditions;
  - v. Any tax liability incurred by a winner or entrant;
  - vi. use of or taking of a prize; or
  - vii. participation in the Competition.
33. The competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Victoria.