

OMEGA Prize Draw Official Rules

These official Rules (**The Rules**) apply to prize draws conducted by Omega – Shriro Pty Ltd (ABN 28 002 386 129), 104 Vanessa Street, Kingsgrove, NSW 2208. Phone: (02) 9415 5000 (**The Promoter**) which will be promoted on its website www.omegaaappliances.com.au (**The Site**). By entering the prize draw, you agree to be bound by these Rules.

- **The Rules:** means the information that follows within this document, otherwise known as the Terms and Conditions.
- **Promotion Period:** means an opening date of 1 March 2015 at 12.00am AEST until 11.50pm AEDST 31 December 2015.
- **Participation Period:** means an opening date of 1 March 2015 at 12.01am AEST until 11.59pm AEDST 15 January 2016.
- **The Promoter:** means Omega - Shriro Australia Pty Ltd ABN 28 002 386 129 of 104 Vanessa Street, Kingsgrove NSW 2208 Australia. Telephone: (02) 9415 5000.
- **Participant:** means an end user who is a resident of Australia and purchases a product from a participating retailer during the Promotional Period.
- **Eligible Product:** means any Omega appliance; Oven, Cooktop, Freestander, Rangehood, Microwave or Dishwasher
- **Prize:** means one Ducati Scrambler Icon motorbike AND one Vespa Primavera 125. The total retail value of the Prize is valued at \$17,500.00.
- **Prize Draw:** means the winning entry will be drawn out of a barrel on 18 January 2016 and will take place at the office of Shriro Australia Pty Ltd – 104 Vanessa Street, Kingsgrove NSW at 10.00am AEDST.
- **Tax Invoice:** means a receipted tax invoice from the retailer to the participant that meets the requirements of the Australian tax legislation. Hand written tax invoices are not accepted.
- **Entries:** means the submission of an official entry form available online at www.omegaaappliances.com.au with a valid Tax Invoice and mail to the following postal address: Omega Prize Draw 104 Vanessa Street, Kingsgrove NSW 2208 Australia OR complete the online entry form.
- **Non-Excludable Guarantees:** means 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.
- **The Site:** means www.omegaaappliances.com.au where The Promoter will advertise the Promotion.

1. Information

Information on how to enter and Prizes form part of these Rules.

2. Eligibility

Prize draws are open only to legal residents of Australia who are at least 18 years old who purchased an Omega kitchen appliance (Eligible Product) during the Promotion Period and are able to take ownership of the prize in January 2016 on dates to be confirmed by the Promoter.

The prize draws are not open to employees of the Promoter, its parent, its subsidiaries and affiliates, and suppliers dealing with the Prize Draw or the operation of The Site and those domiciled with such employees and members of their immediate family.

3. Entries

3.1 During the Promotion Period, any legal resident of Australia who purchases an Eligible Product, shall receive entries as follows: Every time a Participant completes an entry form for the Prize Draw within the Participation Period, he/she will automatically receive one (1) entry into the draw.

3.2. To enter the Prize Draw The Participant must purchase an Eligible Product from a participating retailer and then do as follows:

3.2(a) Complete an official entry form, available online at www.omegaaappliances.com.au

3.2(b) Make a legible copy of the receipted valid Tax Invoice including ABN (where applicable) showing the payment receipt and the Eligible Product(s) purchased. This is the Participants proof of purchase. The entry will be declined where the Participant cannot supply this information. Handwritten tax invoices and/or delivery dockets are not accepted.

3.2(c) The Participant must mail both documents specified in Clause 3.2(a) and 3.2(b) within ten (10) days of purchase, to the following postal address: Omega Prize Draw 104 Vanessa Street, Kingsgrove NSW 2208 Australia OR complete the online entry form and fulfil all the requested information.

3.2(d) It is the Participants responsibility to ensure that the information within the entry form is correct and accurate.

3.2(e) The Promoter accepts no responsibility for late, lost or misdirected mail.

4. Validity of Entries

4.1 Valid entries for the prize draw (which will take place on the dates indicated in clause 6) will be those entries fully completed on The Site with proof of purchase (valid Tax Invoice or receipt) or those entries successfully posted to The Promoter within 10 days of purchase.

4.2 Valid entries for the prize draw (which will take place on the dates indicated in clause 6) will be those entries received between 12.01am (AEST) on 1 March 2015 to 11:59pm (AEDST) 15 January 2016 (Participation Period).

4.3 Participant will obtain one (1) entry in the Prize Draw for each valid entry form completed.

4.4 The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any Participant for tampering with the entry process or for submitting an entry which is not in accordance with these Official Rules. 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.

4.5 The Promoter's decision is final and no correspondence will be entered into.

5. Promotion Period

Runs from 1 March 2015 at 12.00 a.m. AEST until 11.59 p.m. AEDST on 31 December 2015. The Participant must purchase their Eligible Product(s) within these dates to qualify for The Promotion.

6. Draw

The Prize Draw will take place at the offices of Shriro Australia Pty Ltd 104 Vanessa Street, Kingsgrove NSW at 10.00 a.m. AEDST on 18 January 2016 . The winning entry will be drawn out of a barrel.

7. Prize

7.1 The first valid entry chosen in the Draw will win one (1) Ducati Scrambler Icon motorbike and one (1) Vespa Primavera 125 motorbike.

7.2 The total retail value of The Prize is \$17,500.00.

7.3 The Promoter reserves the right to substitute prizes of equal value in the event The Prize is unavailable for any reason, subject to any directions from a regulatory authority.

7.4 'Ducati Scrambler' is a Trademark of Ducati Motor Holding registered in the US and other countries. Ducati Motor Holding is not a participant in or sponsor of this promotion.

7.5 'Vespa' is a trademark of Piaggio & C. S.p.A registered in the U.S and other countries. Piaggio & C. S.p.A is not a participant in or sponsor of this promotion.

7.6 The Prize awarded to the winner will have been used for promotional purposes, therefore when entering the Promotion the Participant accepts that The Prize will be awarded as is (used for display purposes and promotional events, and may be showing signs of wear and tear).

7.7 The Prize will not come with any additional accessories and includes all on-road costs.

8. Prizes

Prizes are not transferable, exchangeable or redeemed as a monetary amount and must be taken as awarded.

9. Total Value

Total value of the prize during the Promotion Period is \$17,500.00.

10. Notification and Unclaimed Prizes

10.1 The winner will be notified by email, and post within two (2) business days of the draw and the name and address of the winner of the prize will be published on The Site for a period of no less than twenty eight (28) days from 1 February 2016. The winner may be required to provide The Promoter with a proof of identity matching the contact details associated with the winning entry or a family member of The Participant of the winning entry. The winner of the promotion will be published in The Australian that is distributed in all states within Australia.

10.2 The winner must reply to the notification and claim their prize by **18 April 2016**. In the event that the prize remains unclaimed by 10.00am AEDST on this date an unclaimed prize draw will take place at the offices of Shriro Australia Pty Ltd 104 Vanessa Street, Kingsgrove NSW on 25 April 2016 at 11.59am AEDST to distribute the unclaimed prize, subject to any written directions provided by any relevant lottery authorities. The Winner (if any) will be notified in writing within two (2) business days of the draw and published on The Site for a period of no less than twenty eight (28) days from 25 April 2016.

11. Publicity

Participants consent to The Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without further notice or remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied

by The Promoter.

12. Liability and Termination

12.1 Any cost associated with accessing The Site is The Participants responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and will render all entries submitted by that individual invalid.

12.2 Nothing in these Rules 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 promotion.

12.3 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 Rules; (e) any tax liability incurred by a winner or participant; or (f) use of a prize.

12.4 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 Participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

13. Jurisdiction

These Rules shall be governed by the laws of Australia and the non-exclusive jurisdiction of the courts exercising jurisdiction there.

14. Privacy

Please refer to the Omega – Shiro Australia Pty Ltd Privacy Policy published on The Site, which includes the Promoter's policy for how they will treat the information that you provide to them.

15. The Promoter

The Promoter is Omega – Shiro Australia Pty Ltd (ABN 28 002 386 129) 104 Vanessa Street Kingsgrove NSW 2208. Telephone: (02) 9415 5000.

Authorised under NSW Permit No. LTPS/15/00541, ACT Permit No.TP15/00197, VIC Permit No. 15/126, SA Permit No. T15/122.