

CASH COMPETITION

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.
2. Entry is only open to residents of Australia aged 18 years and older (**Entrants**). The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion.
3. The promotion starts at 12:00am (AEDT) on **22/04/2014** and ends at **11:59pm** (AEDT) on **30/04/2014 (Promotional Period)**.
4. To enter the promotion, Entrants must, during the Promotional Period, fully and correctly complete a purchase from Appliances Online Pty Ltd (**Promoter**) by **11.59pm** (AEDT) on **30/04/2014**.

a) Logging onto www.appliancesonline.com.au and fully and correctly completing an online purchase, including providing the Entrant's full name, current and valid email address and contact telephone number;

OR

b) telephoning the Promoter on any of their contact telephone numbers and fully and correctly completing a purchase, including providing the Entrant's full name, current and valid email address and contact telephone number.

5. Entrants will automatically be awarded one (1) entry into the draw for each purchase they complete whether it is single or multiple items.
6. Any costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service provider used. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Any contact details entered incorrectly on the Promotional Website by an Entrant will deem an entry invalid.
7. The Promoter will consider all entries received as final. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid. Entries must be received by the Promoter during the Promotional Period.
8. The draw to determine the winner will take place at **11:00am** (AEDT) **01/05/2014** at Level 2, 20A Danks Street, Redfern, Sydney, 2016. The Winner/s will be notified in writing and by telephone. Winner's name and locality will be published in The Australian on **08/05/2014**. All reasonable steps to notify the winner of the results will be taken by the Promoter. The Promoters decision is final and no correspondence will be entered into.
9. The first eligible entry randomly drawn from all entries received during the Promotional Period will win **\$1,000** cash in the form of a cheque made payable to the winner.
10. Total maximum prize pool value is **\$1,000**. Prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value.
11. The original winner will have 3 months to claim their prize and after this time a redraw will take place. The Promoter may conduct a further draw at the same time and place as the original draws as is necessary on **07/08/2014** in order to distribute any prizes (if any) unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of any winner or winners in the unclaimed prize draw, the winner or winners will be notified in

writing and the name and locality of the winner or winners will be published in The Australian on **14/08/2014**.

12. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information, including, but not limited to, information in respect of their entry are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, eligibility to enter and claim the prize, and any information submitted by the Entrant upon entering the promotion, before issuing the prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.
13. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process or their entry; (b) obtaining an Eligible Policy in a manner not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
14. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
15. It is a condition of accepting a prize that the winner may be required to sign a legal release or releases in a form determined by the Promoter in its absolute discretion.
16. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Promotional Website or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
17. If the prize or an element of the prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
18. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or the prize; and/or (iv) acceptance and/or use of the prize. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
19. If this promotion is not capable of running as planned for any reason beyond the Promoter's reasonable control, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or, if necessary, to provide

an alternative prize or prizes to the same value as the original prize, subject to any written directions made under applicable State or Territory legislation.

20. As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
21. An entry and any copyright subsisting in an entry irrevocably becomes, at the time of entry, the property of the Promoter. The Promoter collects personal information about an Entrant to include the Entrant in the promotion and, where appropriate, award the prize. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant also agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter at: Level 2, 20A Danks Street, Redfern, NSW, 2016 or via telephone on 1300 000 500. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
22. If an Entrant participates in the promotion via the Promotional Website in the manner required, the Entrant also acknowledges that a further primary purpose for collection of the Entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information on special offers or to provide the Entrant with marketing materials via any medium including mail, telephone and email or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. By entering the promotion and opting-in, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this condition.
23. **Promoter:** Appliances Online PTY Limited. ABN: 19 151 833 546. Level 2, 20A Danks Street, Redfern, Sydney, NSW, 2016. Telephone: 1300 000 500
24. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

NSW Permit No. [LTOS/14/02796]. ACT Permit No. [TP 14/01299].