

Parts.cat.com 2019 Competition Terms and Conditions

1. This is a promotion run by Hastings Deering (Australia) Ltd ABN 49 054 094 647 ("Promoter").
2. Requirements for submission of entries and information on prizes and how to enter form part of these terms and conditions ("Terms"). Entries not completed in accordance with these Terms are ineligible. Participation in this competition constitutes acceptance of these Terms.
3. The competition is open to residents of Australia who complete a purchase on <https://parts.cat.com/en/hastingsdeering/> between September 1st 2019 and November 30th 2019.
4. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter and its related bodies corporate and agents are ineligible to enter.
5. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe breached any of these conditions, or engaged in any unlawful or otherwise improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. The competition commences on Sunday 1st September 2019 and closes on Saturday 30th November 2018.
7. The competition comprises three draws:
 - a. At 3:01pm on Wednesday 2nd October 2019, comprising all purchases completed between Sunday 1st September 2019 and Monday 30th September 2019.
 - b. At 3:01pm on Monday 4th November 2019, comprising all purchases completed between Tuesday 1st October 2019 and Thursday 31st October 2019.
 - c. At 3:01pm on Monday 2nd December, comprising all purchases completed between Friday 1st November 2019 and Saturday 30th November 2019.
8. All draws will be at Hastings Deering Head Office, Aftermarket Solutions Department, 98 Kerry Road, Archerfield, Qld 4108.
9. Times quoted are local times.
10. There will be 2 winners on each draw in this competition that will be chosen at random from all eligible entries received. The Promoter's decision is final and no correspondence will be entered into.
11. Entry is by completing a purchase on the Hastings Deering site <https://parts.cat.com/en/hastingsdeering/> during the periods stated above.
12. Only one entry per person per draw is permitted and only one prize will be awarded to the winner.
13. Each winner will receive 1 x eftpos Prepaid card loaded with AUD 500.
14. In case the winner is a legal entity the prize will be owed to the main representative on the trading account registered with Hastings Deering. After the prize is collected Hastings Deering takes no responsibility whether the prize is transferred, exchanged or shared with other representatives of the winner legal entity.
15. The winner will be notified within one week of the draw using the phone registered on parts.cat.com/en/hastingsdeering at the time of the competition. To redeem the prize, the

- winner must provide a physical address for a Hastings Deering representative to deliver the prize and must present photo identification.
16. If a competition winner is unable to be contacted within one week of the draw a redraw will occur. In the event that a redraw is required it will be held at 3:00pm on the Monday following the original draw at Hastings Deering Head Office, Marketing Department, 98 Kerry Road, Archerfield, Qld 4108. The redraw winner will be notified using the phone registered on parts.cat.com/en/hastingsdeering at the time of the competition.
 17. If the winner of the prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the prize to the winner's parent or guardian.
 18. All entries become the property of the Promoter. No responsibility is accepted for late, lost, incomplete, incorrectly submitted or misdirected entries.
 19. The information that entrants provide will be used by the Promoter for the purpose of conducting the competition. By entering this competition entrants consent to the use of their contact details for the purposes described in this clause. The Promoter may use or disclose entrant's personal information to related entities or other appropriate third parties in accordance with its privacy policy. The Promoter's privacy policy is also available on its Internet site at www.hastingsdeering.com.au.
 20. The Promoter will use its best endeavours to provide the prize as listed. If the prize (or any element of the prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equivalent value and/or specification subject to any written directions from a regulatory authority.
 21. If for any reason this competition is not capable of being conducted by the Promoter as intended, whether because of computer virus, mobile phone failure, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the reasonable control of the Promoter which in the Promoter's opinion affects the administration of the competition, security, fairness or integrity, the Promoter may in its sole discretion, cancel, modify or suspend the competition, subject to the approval of the Office of Liquor and Gaming Regulation in Queensland as may be required.
 22. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or these terms, subject to applicable laws and subject to the approval of the relevant regulatory authorities.
 23. The Promoter, its related bodies corporate, and the directors, officers, management, employees and other staff of the Promoter and its related bodies corporate (Promoter's Agents) will not be liable for any loss or damage or for any personal injury sustained as a result of taking the prize[s] or entering into this competition. The Promoter and the Promoter's Agents make no representations or warranties as to the quality, suitability or merchantability or any goods or services offered as prizes. To the extent permitted by law, the Promoter and the Promoter's Agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or the Promoter's Agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winners.
 24. If, notwithstanding the above, the Promoter or the Promoter's Agents are found to be liable to any person in connection with this competition, the Promoter's and the Promoter's Agent's maximum aggregate liability is limited to \$1.00.

25. To the maximum extent permitted by law, the Promoter and the Promoter's Agents will not be liable to any person for indirect or consequential loss or damage suffered by any person in connection with the entering the competition, or as a result of taking the prize. This applies to all claims, whether such claims are made in tort (including without limitation negligence), in equity, under statute or any other basis.
26. The laws of Queensland govern the Promoter's competitions.