

2019 BCP Cricket Competition Terms and Conditions

1. This is a promotion run by Hastings Deering (Australia) Ltd ABN 49 054 094 647 ("Promoter").
2. 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 purchase and take delivery of a 2018 plated machine in the Building Construction Equipment range between 1 August 2019 and 8 November 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 at 8am on Thursday 1st August 2019 and closes 11:59pm on Friday 8th November 2019. The competition will be drawn at 10am on Tuesday 12th November 2019 at Hastings Deering Brisbane Business Centre, 1123 Beaudesert Road, Acacia Ridge, Qld 4108.
7. Times quoted are local times.
8. There will be 1 winner 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.
9. Entry is by purchasing and taking delivery of a 2018 plated machine in the Building Construction Equipment range.
10. Only one entry per person is permitted and only one prize will be awarded to the winner.
11. The winner will receive entry for up to 8 people to an open Corporate Box at The Gabba Stadium in Brisbane for Day 2 of the Cricket Test Match (Australia vs Pakistan) on Friday 22nd November 2019, valued at \$8,000 (ex GST). Prize components may alter at the discretion of the Promoter.
12. Any change in the value of the prizes between the publishing date and the date that the prizes are claimed is not the responsibility of the Promoter.
13. The prize is not transferable, exchangeable or redeemable for cash.
14. The prize does not include any associated travel and accommodation costs the prize winner may incur to redeem and use the prize.
15. The winner will be notified by phone using the contact details provided during the time the machine was purchased. The prize can be collected by the winner from Hastings Deering Brisbane Business Centre, 1123 Beaudesert Rd, Acacia Ridge, Qld 4110 or posted to the winner as appropriate to the address they provide when contacted. Competition results may also be published on the Hastings Deering Facebook page.
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 10am on Tuesday 19th November 2019 at Hastings Deering Head Office, Brisbane Business Centre, 1123 Beaudesert Road,

Acacia Ridge, Qld 4108. The redraw winner will be notified by phone using the contact details provided during the time the machine was purchased.

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 prize winner acknowledges that the prize, or any component of the prize, may be subject to the standard terms and conditions of the individual prize supplier(s) and may be subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to accepting the prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the prize by third parties, or for the breach of those conditions by any person. The acceptance of the prize creates a relationship between the prize winner and the individual prize supplier(s) and the Promoter is not responsible for, and accepts no liability in relation to, any loss, damage or claim that may be incurred by the prize winner as a result of the prize winner's decision to accept the prize.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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.
26. 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 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.
27. The laws of Queensland govern the Promoter's competitions.