

WIN WITH FLEXTOOL – EOFY PACKAGE 4 PROMOTION

Competition Details

Promotion Name	Win with Flextool – EOFY Package 4 Promotion
Promoter	The Promoter is Parchem Construction Supplies Pty Ltd (ABN 80 069 961 968), a division of DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Rd Clayton 3168, Victoria, Australia
Promotion Type	Game of chance.
Promotion Period	The Promotion will commence from 0:01am AEST on 23/05/2022 to 11.59pm AEST 30/06/2022 (" Promotion Period ").
Participating Store	Stores participating in the Promotion are selected authorised Flextool Distributor stores (" Participating Store "). Participating Stores will display promotion materials. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.
Entry Restrictions	<p>This promotion is only open to businesses/companies operating in Australia who (a) make a Qualifying Purchase from an authorised Flextool Distributor of the Promoter and (b) are within applicable credit terms & conditions with the Promoter for the duration of the Promotion Period. ("Eligible Business").</p> <p>Authorised employees of an eligible business must be over 18 years of age to enter. Employees (and their Immediate Families) of the Promoter, the Participating Store or its parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter.</p> <p>"Employees" means any directors, management, employees, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. "Immediate Family(ies)" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter).</p> <p>The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion. The Promoter may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion.</p>
How to enter	<p>During the Promotional Period, entrants must purchase, in a single transaction, a Mikasa Reversible Plate Compactor MVC-308 Petrol FT272776 OR a Mikasa Reversible Plate Compactor MVC-308 Diesel FT272783 using their Parchem Trade Account, (Eligible Products) as listed in the Flextool Catalogue Volume 28. ("Qualifying Purchase")</p> <p>Entry is automatic on purchase when using the Parchem Trade Account</p>
Prize draw	<p>A random electronic prize draw will be conducted at 6 Hodgson St, Kew, Victoria, Australia (Draw Location) by a representative of the Promoter at 2.00 PM AEST on 7th July 2022.</p> <p>The first (1) valid entry drawn will win the prize as outlined below in 'Prize Details'.</p>
Prize details	<p>A Mikasa Tamping Rammer MTX-60E FT2TX60E-UNIT valued at \$5,000 inclusive of GST.</p> <p>The Total Prize Pool is valued at \$5,000 inclusive of GST.</p>
Notification	Winners will be notified by phone and in writing 2 business days of the applicable draw and the winners name will be published at www.flextool.com.au on the 14/07/2022.
Prize Claim Date and Time	Prizes must be claimed within 3 months of the end of the Promotion Period.
Unclaimed Prize Draw	If a prize remains unclaimed or is forfeited for any reason, the Promoter may conduct a further draw as the Promoter deems necessary to distribute any unclaimed prize(s), subject to any written directions under relevant Lottery and Gaming Regulations. The Unclaimed Prize Draw (if any) shall take place at 2pm on the 21/10/2022 at the same location as the original draws.

Entry Limits	<p>Multiple entries permitted, subject to the following:</p> <p>a) b) each entry must be submitted separately and in accordance with entry requirements.</p>
Verification /Proof of Purchase	Entrants must retain their original itemised receipt/s to verify each entry and must retain these until their prize has been received.
Addition prize terms	<p>If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a replacement prize to an equal value.</p> <p>Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the Prize value. Prize winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to acceptance of their Prize.</p> <p>The Promoter reserves the right, at any time, to verify the validity of entries, authorised representatives and Eligible Businesses (including an authorised representative's age and place of employment and reserves the right, in its sole discretion, to disqualify any Eligible Business who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions will 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. If there is a dispute as to the identity of an authorised representative and/or Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the representative and/or Eligible Business.</p> <p>The prize will be awarded to the owner of the Eligible Business who may, in his/her absolute discretion, allocate/transfer the prize (or part of the prize) to any one or more employee of that Eligible Business. The owner must notify the Promoter of that transfer (in writing) and must not allocate/transfer the prize (or that part of the prize) without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion.</p> <p>Prize will be delivered to the winner's Australian business address as listed on their Parchem Trade Account. Delivery will be to one (1) location only. The prize does not include installation/assembly of any prize components. Allow 28 days for delivery of prize from date of notification.</p> <p>Entrants must, at the request of the Promoter, provide proof of identity, age and residency. As a condition of accepting the prize, the owner of the winning Eligible Business and each prize taker consent to the Promoter using the Eligible Business's details and each of their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.</p>
Trade Account Holders	Parchem Trade Account Holder Customers must not be in breach of the Promoter's trading terms at any time during the Promotion Period and must not have overdue monies owing as at the closing date in order to be eligible to claim any Prize. Each Parchem Trade Account Holder Customer's account must be paid in full by the agreed trading terms of the Parchem Trade Account to be eligible to claim any Prize. All other normal trading conditions of the Promoter apply.
Permit Numbers	NSW Authority No: TP/00158, ACT Permit No: TP/00884

Terms and Conditions

1. Information on how to enter the Win with Flextool – EOFY Package 4 Promotion and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
 - b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
7. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Stay cool with Flextool Promotion, as appropriate.
8. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
9. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
10. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.
11. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
12. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
13. 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. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

14. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
15. The Promoter may communicate or advertise this competition using Facebook and/or Instagram or another social media platform. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.
16. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
17. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
18. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth)
20. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this competition. Entrants also irrevocably 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 remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
22. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send information about the Promoter's products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.
23. **CAUTION:** Any attempt to deliberately 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 refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
24. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at <https://www.flextool.com.au/privacy-policy/>. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.