

The 2019 Diesel Dirt & Turf Competition

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions

Restrictions on entry

2. Entry is open only to Australian residents aged 18 years or over who attend the 2019 National Diesel Dirt & Turf Expo in Penrith, NSW.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

Duration of competition

4. The competition begins on 03/05/2019 and closes 1.00pm (AEST) on 05/05/2019 ("Competition Period").

Method of entry.

5. To be eligible to enter, consumers must, during the Competition Period:
 - a) Attend the National Diesel Dirt & Turf Expo;
 - b) Obtain an entry 'passport' from the supporting exhibitor stands;
 - c) Visit the relevant stands and obtain the exhibitors unique logo stamp on their entry form;
 - d) Visit the competition entry stand and enter their details (name, phone number, e-mail address, postcode, age, industries of interest) in The National Diesel Dirt & Turf Expo competition form and place together in the entry box provided in the exhibition at the National Diesel Dirt & Turf Expo.
6. Entrants are responsible for their own costs associated with accessing the internet, visiting the show and entering the competition.
7. Only one (1) entry is permitted per person
8. All entries must be received by the Promoter during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, or claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over mobile telephone communications networks or lines and is not liable for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses or aliases may be disqualified.
9. 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.
10. The draw will be conducted at the Diesel Dirt & Turf Expo, Penrith Panthers, 123 Mulgoa Rd, Penrith NSW 2750, after 2.00pm (AEST) on 05/05/2019. The draw will be conducted under the supervision of The National Diesel Dirt & Turf Expo.

Prize details

11. The first eleven (11) valid entries randomly drawn will win one of the prizes below;
 - a) Prize 1 - Kanga Loader supplied by Kanga Australia. (Model details and what is included) RRP \$31,990inc GST
 - b) Prize 2 - Greenmech Chipper supplied by Greenmech. (Model details and what is included) RRP \$11,720inc GST

The 2019 Diesel Dirt & Turf Competition

- c) Prize 3 - Voucher to be used at Digga Australia, supplied by Digga Australia. Voucher Total Value \$10,000inc GST.
- d) Prize 4 - Voucher to be used at Roo Attachments, supplied by Roo Attachments. Voucher Total Value \$10,000inc GST.
- e) Prize 5 - AusWide Trailer supplied by AusWide Australia. (Model details and what is included) RRP \$9,000inc GST.
- f) Prize 6 - Toro Timecutter including trailer and mulching kit supplied by Semco. (Model details and what is included) RRP \$8,800inc GST.
- g) Prize 7 - V8 Race Experience supplied by Truck Assist. Valued at \$5,000.
- h) Prize 8 - \$5,000 cash card supplied by Machines4U. Valued at \$5,000.
- i) Prize 9 - \$5,000 cash card supplied by Credit One. Valued at \$5,000.
- j) Prize 10 - Toro Rammer supplied by Semco. (Model details and what is included) RRP \$3,300
- k) Prize 11 - Toro Mower mx5075 supplied by Semco. (Model details and what is included) RRP \$900inc GST.

For the sake of clarity, the prizes allocated will be drawn in descending order of value, from the highest to the lowest value. The prize is to be collected from the winners nearest supplier's location, as advised by the Promoter. Prizes are only available for collection in TAS/VIC/ACT/NSW/VIC/QLD/WA. All other costs associated with the prize, including but not limited to any transfer costs, additional taxes, insurance and other ancillary costs are the responsibility of the winner, as incurred. The prize is subject to any additional terms and conditions specified by the prize supplier/s.

Publicity

- 12. The prize winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and images in promotional material.

Prize Pool

- 13. The total prize pool is valued up to AU\$100,710 (inc. GST).
- 14. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of any vouchers will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
- 15. Prizes or any unused portion of a prize are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

Notification of winners

- 16. The winners will be notified by phone and in writing within two (2) days of the draw and his or her name and State/Territory of residence will be published in relation to the competition at the Diesel Dirt & Turf website from 13th May 2019.

Awarding prizes

- 17. The Promoter may require the winner to provide proof of identity, proof of age, proof of a current and valid 'full' Australian driver's license and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.

Disqualification of entries

The 2019 Diesel Dirt & Turf Competition

18. If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry, subject to the written direction of any relevant authority.
19. The Promoter's decision is final, and no correspondence will be entered into relating to the matter.
20. The Promoter may, in its sole discretion, disqualify any entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

Changes in prize value

21. Prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the gaming authorities in each state and territory, where required.

Problems affecting the competition

22. If for any reason any aspect of this competition is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the gaming authorities in each state and territory, where required.
23. In the event of the prize not being accepted or claimed the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws at 2.00pm (AEST) on **5th of August 2019** at the National Diesel Dirt & Turf Expo head office . Any winner in this draw will be notified by phone and in writing within two (2) days of the draw and will have their name and state/territory of residence published in relation to the competition **at <https://go.machines4u.com.au/2019-diesel-dirt-and-turf-megaprize> from 12th August 2019.**

Privacy statements

24. Nothing in these Terms and Conditions limits, excludes or modifies 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 States 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.
25. 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 Terms and Conditions; (e) event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) **taking of prize/ attendance at the prize event.**

The 2019 Diesel Dirt & Turf Competition

26. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.dieseldirtandturf.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

The Promoter is Machines 4U Suite 204 level 2/89-91 Surf Parade, Broadbeach QLD 4218 41 126 826 515