

“MILWAUKEE TOOL PRIZE PACK” PROMOTION

TERMS AND CONDITIONS

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.
2. Entry is only open to Australian residents aged 18 years or over who have registered or will register an account with Machines4U.
3. Employees (and their immediate families) of the Promoter, Milwaukee Tool Australia, 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.
4. Entries into the promotion open on 06/07/21 and close at 11:59pm AEST on 03/12/21 (“**Promotional Period**”).
5. To enter, individuals must complete the following steps during the Promotional Period:
 - (a) Either:
 - (i) Visit www.machines4u.com.au and follow the prompts to register an account by inputting the requested details (including but not limited to full name, email address, mobile number, postcode and business name) and selecting and saving category email preferences; or
 - (ii) Login to the entrant’s Machines4U account and update/select and save category email preferences; and then
 - (b) On the entrant’s Machines4U account’s email preference page, provide an answer to the question “Tell us the coolest machine you’ve seen on Machines4U and why?” in 25 words or less; and
 - (c) submit the fully completed form during the Promotional Period.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry permitted per person.
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 judging will take place at Suite 302, Level 3, 89-91 Surf Parade, Broadbeach QLD 4218 on 10/12/21 at 3PM AEST.
11. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

12. The winner will be notified by phone and/or email.
13. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The best valid entry as determined by the judges, will win a Milwaukee Tool Prize Pack valued at \$8,897.90 and a Machines4U Merch Pack valued at \$120, bringing the total value to \$9,017.90. Prize includes the following:

POWER PACKS		
M18FPP8A2-503B	M18 FUEL™ 9 Piece Power Pack 8A2 (FPD2, FID2, CG, CAG125XPD, CCS55, CSX, TLED, RC) 5.0 Ah Kit	1
M18FPP2F2-502P	M18 FUEL™ 2 Piece Power Pack 2F2	1
PACKOUT		
M18POALC-0	NEW M18 PACKOUT Area Light Charger (Tool only)	1
M18PORC-0	M18 PACKOUT Radio + Charger (Tool only)	1
48228460	NEW PACKOUT Hard Sided Cooler	1
48228426	PACKOUT Rolling Tool Box	1
48228450	PACKOUT Tool Box with Foam Insert	1
48228425	PACKOUT Large Tool Box	1
48228430	PACKOUT Organiser	1
OPE		
M18CLT-0	M18 FUEL Line Trimmer (Tool only)	1
M18FBL-0	M18 FUEL Blower (Tool only)	1
M18FCHS-0	M18 FUEL 16" Chainsaw (Tool only)	1
M18CHT-0	M18 FUEL Hedge Trimmer (Tool only)	1
Other Products		
M12FIR38-201B	M12 FUEL 3/8 Ratchet Kit	1
M12BI-0	M12 Compact Inflator (Tool only)	1
M12SI-0	M12 Soldering Iron (Tool only)	1
M18B5	M18 5.0Ah REDLITHIUM-ION Extended Capacity Battery	2
48223402	Torque Lock 254mm & 177mm Durable Grip 2-pack	1
48229010	1/2" 47pc SAR & Metric Ratchet and Socket Set	1
Machines4U Merch		
	Machines4U Hoodie	1
	Machines4U Hat	1
	Machines4U T-Shirt	1

16. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

18. Total prize pool value is \$9,017.90.
19. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
22. Entrants 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

25. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
26. 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) any tax liability incurred by a winner or entrant; or (f) use of the prize.
27. 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 and prize suppliers. 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.machines4u.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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
28. The Promoter is Machines4u Pty Ltd (ABN 41 126 826 515) of Suite 302, Level 3, 89-91 Surf Parade, Broadbeach QLD 4218.