

# JAS Oceania & AAE Wholesale

## Paradise @ Port Douglas June Promo

### Promotion Terms and Conditions

<b>Promoter</b>	JAS Oceania Pty Ltd ("JAS Oceania" ABN 78 114 781 592) and Australian Automotive Electrical Wholesale Pty Ltd ("AAEW" ABN 21 152 573 021), 127-139 Link Road, Melbourne Airport, Vic 3045
<b>Competition Period</b>	12.01am (AEST) on 01/06/2023 to 11.59pm (AEST) on 30/06/2023.
<b>Who can enter?</b>	<p>Only Australian residents who:</p> <p>(a) are aged 18 or over; and</p> <p>(b) hold a trading account with JAS Oceania or AAEW.</p> <p>Holding a trading account with JAS Oceania or AAEW (and, consequently, participation in this competition) is subject to the terms and conditions which apply to JAS Oceania or AAEW trading accounts available at <a href="https://jasoceania.com.au/about/terms-conditions">https://jasoceania.com.au/about/terms-conditions</a> &amp; <a href="https://aaewwholesale.com.au/about/terms-conditions">https://aaewwholesale.com.au/about/terms-conditions</a> as amended from time to time.</p>
<b>Who can't enter?</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p>
<b>Where will the competition run?</b>	The competition will run in all JAS Oceania branches & AAEW, including online (stores) in Australia. For the avoidance of doubt, the competition will not run in Tasmania as there are no JAS Oceania or AAEW branches in that state.
<b>Qualifying Purchase</b>	<p>Purchase, on a JAS Oceania or AAEW trading account, any Brown &amp; Watson (Projecta, NARVA, Phillips) product from the June Special catalogue (<b>Qualifying Transaction</b>).</p> <p>The Qualifying Transaction can be made either online (via JAS Oceania or AAEW e-commerce platform) or at a physical branch. A maximum of one (1) entry will be awarded per Qualifying Transaction if you spend over \$199.95 (+GST) on one invoice.</p> <p>For the avoidance of doubt, cash sales are <u>not</u> Qualifying Purchases. All purchases must be made on your trade account.</p>
<b>Entry instructions</b>	<p>You must, during the Competition Period, make a Qualifying Purchase from a Branch on your JAS Oceania or AAEW Account to be eligible to enter the competition.</p> <p>Automatic entry will be received based on the qualifying branded product purchased on JAS Oceania or AAEW trading account.</p> <p>Your entry will be automatically submitted when the Promoter receives the orders. If you return a Qualifying Purchase, your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks.</p> <p>You are responsible for your own costs associated with entering.</p> <p>The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.</p>
<b>How many winners will there be, and how will they be chosen?</b>	<p>There will be 50 winners determined in respect of this competition, with 10 winners drawn for each of the following regions: NSW, QLD, WA, VIC/TAS &amp; SA/NT/AAEW. The prize pool is \$2,000 per Region.</p> <p>The draw will be held at 11am (AEST) on 03/07/2023 at the Promoter's office, 54-58 Lillie Crescent, Tullamarine, VIC 3043.</p> <p>The first 10 valid entries drawn randomly from entries received during the Competition Period relating to each Region will win the prize.</p> <p>Entries submitted for Qualifying Transactions made online will be designated as entries with respect to the Region in which a customer is located.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve</b></p>

	<b>Entrants).</b>										
<b>What can I win?</b>	<p>There are 50 prizes available, with 10 prizes allocated by Region (NSW, QLD, WA, VIC/TAS &amp; SA/NT/AEW). Each prize contains 1 x \$200 Voucher.</p> <p>Prize allocation by Region:</p> <table border="1"> <tr> <td><b>VIC/TAS</b></td> <td>10 x \$200 Vouchers, Total \$2,000 (+GST)</td> </tr> <tr> <td><b>NSW/ACT</b></td> <td>10 x \$200 Vouchers, Total \$2,000 (+GST)</td> </tr> <tr> <td><b>QLD</b></td> <td>10 x \$200 Vouchers, Total \$2,000 (+GST)</td> </tr> <tr> <td><b>SA/NT/AEW</b></td> <td>10 x \$200 Vouchers, Total \$2,000 (+GST)</td> </tr> <tr> <td><b>WA</b></td> <td>10 x \$200 Vouchers, Total \$2,000 (+GST)</td> </tr> </table> <p>If you win, a prize will be delivered to your local JAS Oceania branch or AAEW storefront and available for pick up.</p>	<b>VIC/TAS</b>	10 x \$200 Vouchers, Total \$2,000 (+GST)	<b>NSW/ACT</b>	10 x \$200 Vouchers, Total \$2,000 (+GST)	<b>QLD</b>	10 x \$200 Vouchers, Total \$2,000 (+GST)	<b>SA/NT/AEW</b>	10 x \$200 Vouchers, Total \$2,000 (+GST)	<b>WA</b>	10 x \$200 Vouchers, Total \$2,000 (+GST)
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<b>How many times can I enter?</b>	You can receive multiple entries, and you will receive one entry per Qualifying Purchase.										
<b>How and when will the winner/s be informed?</b>	The winner will be notified by phone and in writing within two days of determination and will also have their name and business name published at <a href="https://jasoceania.com.au/competitions">https://jasoceania.com.au/competitions</a> and <a href="https://aaewholesale.com.au/competitions">https://aaewholesale.com.au/competitions</a> on 04/07/2023 for a period of 28 days.										
<b>Unclaimed prize/s</b>	<p>Prize claim date: 5pm (AEDT) on 04/08/2023.</p> <p>Unclaimed prize determination: 12pm (AEDT) on 04/09/2023 at the same location as the original draw.</p> <p>If the prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded, and the Promoter will re-award the prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize. Any winner will be informed by phone and in writing within two days of determination and will have their name and business name published at <a href="https://jasoceania.com.au/competitions">https://jasoceania.com.au/competitions</a> and <a href="https://aaewholesale.com.au/competitions">https://aaewholesale.com.au/competitions</a> on 05/09/2023 for a period of 28 days.</p> <p>If the prize winner cannot be found, that information will be published at <a href="https://jasoceania.com.au/competitions">https://jasoceania.com.au/competitions</a> and <a href="https://aaewholesale.com.au/competitions">https://aaewholesale.com.au/competitions</a> on 06/09/2023.</p>										
<b>Collection and use of your personal information</b>	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity. The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="https://jasoceania.com.au/about/privacy-policy">https://jasoceania.com.au/about/privacy-policy</a> or <a href="https://aaewholesale.com.au/about/privacy-policy">https://aaewholesale.com.au/about/privacy-policy</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach, and how the Promoter will deal with such a complaint.</p>										

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### **Entry**

- 2 Your entry will be automatically submitted when the Promoter receives the orders. If you return a Qualifying Purchase, your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### **Prizes**

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

### **General**

- 5 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 7 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 10 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified or will be forfeited with no replacement. The prize values are correct as of the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason, the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 11 By entering, you request that your full address not be published.
- 12 If this competition cannot run as planned for any reason beyond the Promoter's control, for example, due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 13 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If, for GST purposes, this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST-inclusive market values.

## Liability

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute, including the *Competition and Consumer Act 2010 (Cth)*.
- 15 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 16 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 17 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.