

TERMS & CONDITIONS

Giveaways (hereinafter referred to as 'Giveaways' or 'We' or 'Us' or 'Our') is conducting a trade promotion giveaway (hereinafter referred to as the 'Giveaway') for Individuals (hereinafter referred to as 'Participant' or 'Participants' or 'Members' or 'Entrants' or 'Them' or 'You' or 'Your' or 'They').

Schedule to Terms & Conditions of entry

Trade Promotion name	TOYOTA HILUX GR SPORT OR \$50,000
Eligible States/ Territories	<i>(ACT, WA, VIC, NT, TAS, QLD, NSW)</i>
Promotion period	Start: 07/07/2024, 12:00am AEST End: 08/08/2024, 11:59pm AEST <i>*No entries will be accepted outside of this time</i>
Promoter	Giveaways.com.au Pty Ltd ABN: 72 672 315 927
Eligible entrants	Entry into the Promotion is open to Australian residents in all eligible states/ territories who fulfill the method of entry requirements.
Details of prizes	Total number of prizes = 1 Details of prize: <ul style="list-style-type: none">• 1st Prize: TOYOTA HILUX GR SPORT OR \$50,000 AUD
Total prize pool value	Total prize value up to: \$90,000 AUD
Prize draw	The winner will be drawn electronically using a government certified website - Random Draws: https://www.randomdraws.com/au/ on the 09/08/2024 at 12:00PM AEST. Location of draw: 5 Inglis Rd, Ingleburn NSW 2656. Draw will be live streamed on our Facebook page: https://www.facebook.com/giveaways.com.au/ The winner will be contacted via telephone. If the winner cannot be contacted within 90 days: a redraw will take place. Redraw will include all remaining names entrants from the original draw and will be held on the 09/11/2024 at 12:00PM AEST. Location of redraw: <u>5 Inglis Rd, Ingleburn NSW 2656..</u> Contacted via telephone.
Notification of winners	Winners will be notified via telephone, email, and social media on the date of the draw.
Publication of winners	All winners will be published/ announced on our Facebook page: https://www.facebook.com/giveaways.com.au/ on 09/08/2024
Permits	TP/03063 NTP/10440 <i>All other states (WA, VIC, NT, TAS, QLD): no permit required, or no permit required where permits have been approved in other states for the same trade promotion</i>

Terms & Conditions of entry

Information on how to enter and prize details form part of these terms & conditions (Terms of entry). The Terms must be read in conjunction with the Schedule. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.

1. Method of entry

- i. Loyalty members who have active memberships purchased through www.giveaways.com.au and/ or via the links we provide on our social media platforms (such as Facebook, Instagram).
- ii. Purchasing of any 'Single Purchase' package OR 'Membership' package will automatically enter them into the current giveaway. These packages are provided by us on all our advertisements, social media platforms and via contacting us directly. See our website for details on our packages: www.giveaways.com.au
- iii. Participants can also purchase a package over the phone via the number supplied on our website and/ or our advertisements. The participant will not pay a call charge fee. Giveaways covers all call fees.
- iv. All purchases of packages are final and non-refundable.

2. Conditions of entry

Entry to the trade promotion giveaway is open to Australian residents in all eligible states/ territories who fulfil the method of entry requirements.

Participants can enter the giveaway given that:

- i. They agree to the terms and conditions of the giveaway **AND**
- ii. They are eligible entrant in accordance with the terms of conditions of entry **AND**
- iii. They purchase a package via our official links.

3. VIP Membership packages inclusions:

Membership Package	Inclusions
Bronze package - \$19	<ul style="list-style-type: none">• 50% off merchandise• 10% off partnered websites selected items• Access to Giveaways Directory• Discounted shipping rates• Exclusive invitations to Giveaways events• 3 entries into all giveaway draws for 30 days
Silver package - \$49	<ul style="list-style-type: none">• 50% off merchandise• 10% off partnered websites selected items• Access to Giveaways Directory• Discounted shipping rates• Exclusive invitations to Giveaways events• 10 entries into all giveaway draws for 30 days
Gold package - \$99	<ul style="list-style-type: none">• 50% off merchandise• 10% off partnered websites selected items• Access to Giveaways Directory• Discounted shipping rates• Exclusive invitations to Giveaways events• 25 entries into all giveaway draws for 30 days

4. Prize draw event and notification of winners

- i. The winners of the giveaway will be drawn and announced live via our social media platforms at the time specified in the Schedule accompanying these terms and conditions.
- ii. The winner will be contacted via telephone. If the winner cannot be contacted by the date specified in the Schedule a redraw will take place at the date, time and place specified in the Schedule.
- iii. All winners will be published on our website and social media platforms.
- iv. The draw will be scrutinised by an independent third party.
- v. Giveaways aims to deliver the prize to the winner within 21 business days. This is subject to the winner's response time, location, and availability.

5. Representation and Warranties of Giveaways

Giveaways Warrants the following:

- i. The prize specified in the Schedule is owned by Giveaways.
- ii. The purpose of this giveaway is to promote the Giveaways brand and bring awareness to the Giveaways brand.
- iii. Giveaways do not sell raffle tickets, or any other form of ticket to enter this giveaway.
- iv. All packages purchased will grant participants membership, which will include a specified number of entries to the giveaway at no cost.
- v. Entries to the giveaway are strictly only provided as promotional gifts to the members and/or customers of Giveaways.
- vi. Entries to the giveaway cannot be purchased and will not be sold separately.
- vii. The giveaway can be won by any participant who purchases a package from our website, or any official link, and meets the conditions of entry.
- viii. The giveaway is funded in whole, by Giveaways.
- ix. The giveaway is solely promoted by Giveaways, ABN: 72 672 315 927

6. Vehicle Prize

- i. The first prize winner may choose to take a cash prize of \$50,000 instead of either of the vehicles.
- ii. The Winner will have 24 hours to decide between the cash or one of the vehicles. Giveaways cannot provide the Winner with any financial or other advice as to which option they should choose.
- iii. In the event that the winner takes one of the vehicles we will cover the cost of registration for 6 months. Otherwise, the winner is solely responsible for paying any duties, taxes, registration fees, fuel, parts, servicing and operating costs associated with the vehicle.
- iv. To the extent permitted by law, the winner takes the vehicle on an "as is" basis, and Giveaways makes no representations or warranties that are not expressly stated in these terms. If a vehicle is advertised as not being road legal, the winner acknowledges that Giveaways will not be responsible for any costs associated with making the vehicle compliant with any laws. Where a vehicle includes custom modifications, the winner acknowledges that replacement parts may not be available in the future. The winner acknowledges that Giveaways will not be responsible for any costs associated with any costs of maintenance, operation or any other costs that are not expressly stated in these terms.
- v. Giveaways is not liable for any damages incurred to any prizes after delivery.
- vi. We aim to hand over the prize to the winner Australia-wide, within 21 business days of announcing the winner subject to the prize winner being within a reasonable distance from a metropolitan area and subject to logistics and transportation availability.
- vii. Custom NSW number plates will remain the property of Giveaways. These plates are used for promotional purposes only & are not apart of the prize. Prior to handover of the vehicle to the winner, standard plates will be issued & fitted to the vehicle.

7. Representation and warranties of the participant

The Participant represents and warrants that they shall not contact any affiliate, employee, sponsor, or partner of Giveaways to manipulate the Giveaway results.

8. DISCLAIMER

By becoming a member or Customer of Giveaways the Participant agrees to enter the Giveaway and Agrees that:

- i. Any and all disputes, claims and causes of action arising out of, or in connection with the Giveaway and the promotional gifts shall be resolved individually without any form of action.
- ii. Any claims, judgments and awards shall be limited to actual out of pocket costs incurred in entering the Giveaway, but under no circumstances will Giveaways be responsible for any legal fees.
- iii. Participants hereby waive all rights to claim punitive, incidental, or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering the giveaway.
- iv. In no event will Giveaways their licensees, parents, affiliates, subsidiaries and related companies, their advertising or promotional agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from access to, or use of, the website, electronic or computer malfunctions, or entrant participation in this giveaway, even if Giveaways was advised of the possibility of such damages.
- v. Giveaways reserves the right to disqualify any Participant found to be tampering with or otherwise abusing any aspect of this Giveaway as solely determined by Giveaways.
- vi. If the Giveaway is compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Giveaways, that corrupt or impair the administration, security, fairness or proper operation of the Giveaway, Giveaways reserves the right to suspend, modify or terminate the Giveaway.
- vii. Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this giveaway is a violation of criminal and civil laws, and should such an attempt be made, Giveaways reserves the right to seek damages from any such Participant to the fullest extent permitted by Law.
- viii. Giveaways assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service providers, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible, or misdirected electronic communications, or any combination thereof.
- ix. The Giveaway is void where prohibited or restricted by law.