

Harley Davidson Low Rider S Promotion

TERMS & CONDITIONS

PALMERSTON SPORTS CLUB...

Promoter: Palmerston Sports Club, 3 Maluka Street Palmerston NT 0830 Phone: 8932 0600

Entry Restrictions: The promotion is open only to Financial Members of the Palmerston Sports Club

Employees of the **PALMERSTON SPORTS CLUB** and/or our Direct Sponsors and/or their immediate household, are not permitted to enter this competition.

Competition Period: Starts 10am Thursday 3rd November 2016, and ends 5.30pm on Thursday 2nd February 2017.

Venue: Palmerston Sports Club, 3 Maluka Street Palmerston NT 0830

Method: During the Competition Period: (a) Purchase any eligible product from the Venue to receive an entry form (subject to entry form stocks remaining); and (b) fully complete the entry form and place it in the entry box located at the Venue.

Eligible products are: XXXX Gold, XXXX Summer, (Packaged and Draught) Tooheys 5 Seeds Cider (packaged) Bundaberg Rum Original, Red, Mutiny, Select Vat and Small Batch, Standard Nip, 700ml bottle and Ready to Drink. Coca Cola coca cola varieties, postmix, bottled and canned soft drinks.

Entry Limits: Entry is conditional upon the purchase of a single sponsor's product via the Bars, and in the Bottle Shop or with a main meal purchase.

Each transaction is only eligible for 1 entry ticket.

Prize Details: The major prize is a 2017 Harley- Davidson FXDLS110 Motorcycle valued at \$26,250 (incl. GST).

Draw Details: A barrel draw will be conducted at the Palmerston Sports Club at 6pm on Thursday 2nd February 2017.

Winner Notification and Publication: The winner will be notified by phone and in writing within two days of the draw.

The winner's details will be published in the NT News on Monday 6th February 2017.

Prize Claim, Date & Time: The winner does NOT need to be present at the time of the draw to win, but they must be a current financial member of the Club at the time of entry and at the time of the draw.

The winner will be able to take possession of the prize within 7 days of the draw date, from Hidden Valley Harley Davidson, Stuart Highway Berrimah NT 0828.

The prize must be claimed within 1 month of the draw.

Unclaimed Prize Draw Details: 6pm on Thursday 9th March 2017.

Unclaimed Prize Draw Winner Notification and Publication: The winner of the Unclaimed Prize Draw will be notified by phone and in writing within two days of the draw.

The winner's details will be published in the NT News on Wednesday 15th March 2017.

Permit Numbers:

- (1) Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- (2) The competition will be conducted in the Venue during the Competition Period.
- (3) Entries must be received during the Competition Period. Entries are deemed to be received at the time they are placed into the Entry Box located at the Venue.
- (4) Entry Leaflets from any other competition are not valid for this competition. Entry Leaflets are void if stolen, forged, mutilated or tampered with in any way.
- (5) The Palmerston Sports Club is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, and destruction or otherwise.
- (6) The Major Prize draw will be conducted at the time, on the date and at the location as stated in the Terms and Conditions Details.
- (7) The prizes are stated in the Prize Details area of the Terms and Conditions.
- (8) The major prize is a 2017 Harley- Davidson FXDLS110 Motorcycle valued at \$26,250 (incl. GST). The major prize includes 12 months registration and on road costs and will be registered in the Northern Territory. The major prize does not include comprehensive insurance or any accessories not specified. The major prize winner must arrange to attend the premises of the dealer nominated by the Palmerston Sports Club to collect the vehicle. The major prize winner must provide all information and sign all documentation necessary to enable the Palmerston Sports Club to register the vehicle in the name of the major prize winner prior to collection. To be eligible to claim the vehicle, the major prize winner must be capable of obtaining registration of the vehicle in his or her name in accordance with the applicable legislation in the state or territory in which the vehicle is collected. If the major prize winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then he or she may, notwithstanding any other paragraph of these conditions, assign the vehicle to another person with legal capacity for the purpose of registration of the vehicle. All other costs not specified as included in the major prize including without limitation fuel etc. are at the major prize winner's expense.
- (9) The winner will be notified in accordance with the Winner Notification and Publication section of these conditions. By entering this competition, each entrant requests that his or her full address not be published.
- (10) The winners must, at the Palmerston Sports Club's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Palmerston Sports Club using their names and images in promotional material.
- (11) The Palmerston Sports Club may require winners to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Palmerston Sports Club's discretion.

- (12) 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 in accordance with the Unclaimed Prize Draw Details, as applicable.
- (13) The Palmerston Sports Club may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation a winner) 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 or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Palmerston Sports Club or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- (14) The Palmerston Sports Club's decision is final and no correspondence will be entered into.
- (15) The prizes are not transferable or exchangeable and cannot be redeemed for cash. If for any reason a winner does not take an element of a prize at the time stipulated by the Palmerston Sports Club then that element of the prize will be forfeited and cash will not be supplied instead. The Palmerston Sports Club accepts no responsibility for any variation in prize value. If a prize or any element of a prize is unavailable for any reason, the Palmerston Sports Club may substitute for that prize or element of that prize another item of equal or higher value as determined by the Palmerston Sports Club, subject to the approval of the relevant gaming authorities if required.
- (16) If any prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Palmerston Sports Club cannot contact the drawn winner (or the drawn winner does not contact the Palmerston Sports Club) by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Palmerston Sports Club will conduct such further draws in accordance with the Unclaimed Prize Draw Details as are necessary to distribute the relevant prize, subject to any requirements of the relevant gaming authorities. Any winner(s) in this draw will be notified as stated in the Unclaimed Prize Draw Winner Notification and Publication.
- (17) The Palmerston Sports Club 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).
- (18) Without limiting the previous paragraph, the Palmerston Sports Club and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Prizes will be delivered in Australia only.
- (19) The Palmerston Sports Club may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Palmerston Sports Club and not to Facebook. Each entrant completely releases Facebook from any and all liability.

- (20) If for any reason any aspect of this competition is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Palmerston Sports Club., the Palmerston Sports Club may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant gaming authorities if required.
- (21) The Palmerston Sports Club is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will 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.
- (22) All entries will be the property of the Palmerston Sports Club. The information entrants provide will be used by the Palmerston Sports Club for the purpose of conducting this competition. The Palmerston Sports Club may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants. Those disclosures may include disclosures to organisations in locations such as the USA, the UK, India and Germany. By entering this competition, entrants consent to the storage of their personal information on the Palmerston Sports Club's database and the Palmerston Sports Club may use this information to contact the entrant with special offers, news and information about its products, including contacting the entrant via electronic messaging. By entering this competition, entrants consent to receiving SMS or email messages from the Palmerston Sports Club that do not contain any functional unsubscribe facility. The Palmerston Sports Club is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Palmerston Sports Club's Privacy Policy, located at <http://www.palmerstonsportsclub.com.au/privacy-policy/> contains information about:
- (i) how the Palmerston Sports Club collects personal information and how entrants can seek the correction of such information; and
 - (ii) how the Palmerston Sports Club uses and discloses personal information.