



United Tools Limited
ABN: 40 011 008 110
Suite G01, 45 Leakes Road
LAVERTON NORTH VIC 3026
PH: 03 9545 6500

Trade Promotion: Game of Chance Schedule to Conditions of Entry

United Tools 12 Days Of Christmas

United Tools Limited Suite G01, 45 Leakes Road, Laverton North VIC 3026 ABN 40 011 008 110

Terms & Conditions

Entry is open to Australian Residents aged 18 years old at the time of entering.

Promotion Period - December 11 - December 22 5pm

- Method of entry.
Each day during the Promotion Period, the Promoter will publish a “Christmas Giveaway” promotional post to either its Facebook page (<https://www.facebook.com/unitedtools/>) or Instagram account.
- To enter, entrants must, during the Promotion Period visit and follow the Promoter’s Facebook Page or Instagram Page, locate the promotional post, and like and/or comment on the Facebook post OR like the Instagram post.
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- Entrants can only enter in their own individual capacity and from a social media account which they hold in their own name. Entering under a false name/s may invalidate all entries. Multiple entries under different names may also invalidate all entries at the Promoter’s discretion. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the competition is prohibited and may render all entries submitted by that individual invalid.
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- Entrants may enter once per promotional post/day only.
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- Daily prize draws will be conducted at 5.00pm AEDT on each day of the Promotion Period, commencing on 11/12/2020. Entries received between 5.01pm (AEDT) and 4.59pm (AEDT) on each day of the Promotion Period A provisional winner (or winners, as the case may be) will be selected from each Daily Entry Pool
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- If a daily prize draw falls on a weekend or public holiday, then it will be conducted immediately prior to the daily prize draw scheduled for the next business day. The final daily prize draw will be conducted at 5pm on 22/12/2020 AEDT.
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- Entries received for one Daily Entry Pool will not be included in prize draws for subsequent Daily Entry Pools.
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- Prize draws will be conducted as follows.
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- Method: random electronic selection.
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- Location: each daily prize draw will take place at the Promoter’s address.
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- Winners: the Promoter will conduct a random draw of all complete, eligible entries received in respect of a Daily Entry Pool. The Promoter may draw additional reserve entries for each daily prize draw and record them in order in case an invalid entry or ineligible entrant is drawn as a winner.



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PRIZE DETAILS:

Friday December 11 - Tuesday December 22

- DAY 1 -
- DAY 2 -
- DAY 3 -
- DAY 4 -
- DAY 5 -
- DAY 6 -
- DAY 7 -
- DAY 8 -
- DAY 9 -
- DAY 10 -
- DAY 11 -
- DAY 12 -

Notification, Verification & Delivery

Each winner will be announced on the Facebook Page they entered on and asked to Direct Message us via Facebook to verify themselves and claim their prize. Instructions will be given on the pick up or delivery of prize.

Winners names will be published on the Facebook Page they entered on.

Trade Promotion: Game of Chance

Conditions of Entry

These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.

Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

Entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any). Entrants under 18 years of age must have the consent of a parent or guardian to enter.

Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manger, employee, officer or contractor.

Entry

The Promotion will be conducted during the Promotion Period.

To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.

Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. Once submitted, entries may not be altered or deleted.

Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).

Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

If the Promotion involves mail entry, each entry must be sent in a separate envelope.



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Entry Content

Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.

Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.

Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

An entrant's entry must not include:

any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

any content that contravenes any law, infringes the rights of any person or is obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and

any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.

By submitting an entry to the Promotion, each entrant agrees to assign all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.

Facebook & Instagram promotions

If the Promotion is conducted via the Facebook or Instagram Platform:

Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or Instagram.

Any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or Instagram.

Entrants release Facebook and Instagram, and their associated companies, from all liability arising in respect of the Promotion.\

Determining and notifying winners

The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.

Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant requests that his or her full address not be published.

Prizes & claiming prizes



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The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.

Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.

If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

General

The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, 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 telephone communications, networks or lines and accepts no responsibility 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) any costs incurred.

The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:

fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;

tampers with or benefits from any tampering with the entry process or the operation of the Promotion;

submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;

acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or

engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.

Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).

All entries will be the property of the Promoter and will not be returned.

Prizes are not transferable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation.

The value of each prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.

If requested by the Promoter, entrants and winners (or their companion(s), if applicable) must sign an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.

If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.

If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, 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 Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.

The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.

Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).

The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion (including Facebook and/or Instagram, if the Promotion is conducted via one or both of those platforms) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.

The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to 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.

The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in the Relevant States, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation.