

## GENERAL

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion (including by a companion) constitutes acceptance of these Conditions of Entry. Any capitalised terms used in these Conditions of Entry have the meaning given in the Definitions, unless stated otherwise. The resolution of any discrepancy between these Conditions of Entry and/or the advertising of the Promotion will be undertaken by the Promoter in its absolute discretion. All decisions and actions of the Promoter relating to the Promotion or redemption of the Prize are exercised at the Promoter's absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into by the Promoter.
2. **Definitions:**
  - 2.1. **"Eligible Purchase"** means the purchase of \$1,000.00 worth of 'Dahua' products in one (1) transaction from the Promoter.
  - 2.2. **"Entrant"** means an individual who has satisfied the requirements to enter the Promotion.
  - 2.3. **"Prize Winner"** means the winner of a prize.
  - 2.4. **"Promoter"** means Metal Manufacturers Limited Trading as Seadan Security and Sprint Intercom (ACN 003 762 641) (ABN 13 003 762 641) of Unit 1, 126-134 Fairbank Road Clayton South VIC 3169.
  - 2.5. **"Promotion"** means 'Dahua Camper Trailer Promotion'.
  - 2.6. **"First Prize"** means Black Series V4 Patron Camper Trailer.
  - 2.7. **"Second Prize"** means Sony X90J 65" Bravia TV.
  - 2.8. **"Third Prize"** means Beats Powerbeats Pro Totally Wireless Earphones.
3. **Vary or Termination:** The Promoter may (subject to state/territory regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any Entrant, contestant or other person or third party. The Promoter will not award any Prize if the Promotion is terminated for whatever reason. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
4. **Promotional Period:** The Promotion will be open for entry between 12.00am AEST on 13th September 2021 and will close at 11.59pm AEDT on 14th December 2021.

## PRIZE

5. **Prize Details:** The winners of the Promotion will receive the prize stipulated by these Conditions of Entry. The prizes or part thereof are subject to availability, are non-transferable and non-exchangeable. The Promoter will not be responsible or liable if for any reason beyond its reasonable control, any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in delivery of any prize, or for any compensation whatsoever in relation to any prize.
6. **Prize Restrictions:** Prizes are not transferable. The Prize Winner agrees that they must comply with any additional requirements or conditions specified by the Promoter. This may include but is not limited to identification checks and having their name/username used in any further promotional material at the discretion of the Promoter.
7. **Prize Pool:**
  - 7.1. There will be one (1) Prize Winner who will win the First Prize valued at \$19,000.00. The Entrant will receive full and unfettered title to the First Prize. The Promoter will be responsible for organising and paying for collection and/or delivery of the First Prize.
  - 7.2. There will be one (1) Prize Winner who will win the Second Prize valued at \$2,495.00. The Entrant will receive full and unfettered title to the Second Prize. The Promoter will be responsible for organising and paying for collection and/or delivery of the Second Prize.
  - 7.3. There will be one (1) Prize Winner who will win the Third Prize valued at \$349.00. The Entrant will receive full and unfettered title to the Third Prize. The Promoter will be responsible for organising and paying for collection and/or delivery of the Third Prize.
  - 7.4. The total Prize Pool is valued at \$21,844.00.

## ENTRY INTO COMPETITION

8. **Entry Restrictions:** Eligibility to enter the Promotion is subject to:
  - 8.1. The Entrant being at least 18 years or older; and
  - 8.2. The Entrant residing in any state or territory of Australia except for South Australia.
9. **Ineligibility:** Should an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard. Unless otherwise stipulated in the Conditions of Entry, the following persons are automatically ineligible to enter:
  - 9.1. Directors, management, employees, officers and contractors of the Promoter and those of any Agencies, Suppliers or Distributors, Sub-Distributors, Resellers and Electrical Wholesalers;
  - 9.2. The immediate family members of the above persons. "Immediate family member" 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, manager, employee, officer or contractor of the Promoter.
10. **Entry Procedure:** To enter the Promotion, Entrants must:
  - 10.1. Make an Eligible Purchase during the Promotional Period;
  - 10.2. The Eligible Purchase must be paid in full during the Promotional Period;
  - 10.3. All Eligible Entrants will automatically receive one entry into the draw for every Eligible Purchase.
  - 10.4. Comply with all other applicable requirements during the Promotional Period. Entries will be deemed to have been received at the time of receipt by the Promoter. Online 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. Ineligible entries will be deemed to be invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible / inaudible entries (including lost, stolen, forged, defaced or damaged verification requirements).

11. **Maximum Entries:** An Entrant may enter any number of times provided they comply with the Entry procedure contained in clause 10.
  - 11.1 The costs of accessing the promotional website will be dependent on the Entrant's individual Internet Service Provider.
  - 11.2 Automated and computer generated entries or, Entrants with multiple aliases or multiple accounts from the same household or IP address may be disqualified at the sole discretion of the Promoter.
12. **Invalid Entries:** The Promoter may, in its sole discretion, declare any or all entries invalid, or prohibit further participation by an Entrant (and/or their companion, if relevant) in this Promotion if in the Promoter's opinion the Entrant (or any companion of the Entrant, as relevant):
  - 12.1 Disrupts, annoys, abuses, threatens, harasses, is aggressive or offensive or attempts to do any of these things to the Promoter, another Entrant or potential Entrant of, or anyone else associated with, this Promotion or any prize;
  - 12.2 Engages in conduct in relation to this Promotion which is misleading, deceptive, unlawful, fraudulent or damaging to the Promoter or any prize provider's goodwill or reputation; or
  - 12.3 Does not comply with any reasonable direction or guideline notified to them in connection with the Promotion or a prize event or activity.
  - 12.4 Where an entry is deemed invalid (at the Promoter's absolute discretion) the Promoter may determine a new winner.
13. **How to Participate in the Promotion:** The Entrants are to participate in the Promotion in the following way:
  - 13.1 Upon satisfying the requirements contained within these terms, the Entrant will receive an entry into the Promotion.
14. **How the Prize Winner is determined:** The determination of the Prize Winner will be as follows:
  - 14.1 The Promoter will input the names of all eligible Entrants (including additional entries) into 'randomdraws.com.au' and the Prize Winners will be randomly drawn at 10.30am on 15th December 2021 at Unit 1, 126-134 Fairbank Road Clayton South VIC 3169.
  - 14.2 The first name drawn will win the First Prize.
  - 14.3 The second name drawn will win the Second Prize.
  - 14.4 The third name drawn will win the Third Prize.
15. **Entry Publicity:** By entering the Promotion, all Entrants consent to their entry and/or other communications with the Promoter being broadcast on air and communicated to the public via any medium. Entrants will not be compensated for this use. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion.
16. **Verification Checks:** The Promoter or its representatives may conduct security or verification checks in their absolute discretion to determine or confirm an Entrant's eligibility to enter the Promotion or to win a prize.
17. **Assignment of rights in Entry:** By submitting an Entry to the Promotion, the Entrant licenses the Promoter to use the Entry Content in any manner the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, in perpetuity, without payment to the Entrant (of royalties, compensation or otherwise). Entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted.
18. **Intellectual Property and Moral Rights:** By entering this Promotion, the Entrant:
  - 18.1 Consents to any dealings with their Entry Content that may otherwise infringe their moral rights in an entry;
  - 18.2 Agrees not to assert any moral rights (wherever and whenever such rights are recognised) in respect of their entry or publicity materials containing any part of their entry, against the Promoter, its assigns, licensees and successors in title; and
  - 18.3 Undertakes to the Promoter that their entry is not in breach of any third party intellectual property rights.
19. **Publicity:** Entrants may be required by the Promoter to participate in photo, recording, video or film session(s), and they grant the right to use such publicity materials in any medium (including, without limitation, the internet) to the Promoter to use in any manner it sees fit.

## CLAIMING PRIZE

20. **Determination of the Winner:** No correspondence will be entered into with the Promoter in relation to the determination of the Prize Winners. The Prize Winners will be determined pursuant to clause 14 from the valid entries accepted by the Promoter in accordance with these Conditions of Entry.
21. **Prize Claim Details:** Prizes must be claimed at the time of notification, or within the three (3) months following the Prize draw, or as otherwise specified by the Promoter.
22. **Claiming Prizes:** The Promoter may require prize winners to provide proof of identity, proof of residency and proof of entry validity ("Evidence") in order to claim a Prize. The suitability of Evidence supplied is at the Promoter's discretion. In the event that a prize winner cannot provide suitable Evidence, the Prize Winner will forfeit the prize and an alternative Prize Winner will be drawn. If a Prize Winner does not redeem any element of a prize, that element of the prize will be forfeited by the Prize Winner.
23. **Notification & Publication of Winners:** The Prize Winner will be published on the Promoter's website on 15th December 2021 and notified by email one (1) day after the draw has been conducted. The Promoter and the agencies associated with this Promotion may also publish the name and city of the Prize winner on any Social Media Platform(s).
24. **Contact:** If a Prize Winner is not successfully contacted, that Prize Winner may be disqualified and a replacement Prize Winner will be randomly selected by the Promoter in accordance with these terms and conditions.
25. **Unclaimed Prize:** If the Prize is unclaimed, the Promoter reserves the right to re-award the Prize in accordance with these Conditions of Entry. The Unclaimed Prize will be drawn on 6 March 2022 at the same time and location as the original draw. The Unclaimed Prize

Winner will be published on the Promoter's website on 6 March 2022 and notified by email one (1) day after the unclaimed draw has been conducted.

#### MISCELLANEOUS

- 26 Technical problems:** The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or other circumstance or thing preventing Entrants from successfully submitting an entry, or for any injury or damage to an entry or to an Entrant's or any third party's computer resulting from participation in or downloading any materials in relation to this Promotion.
- 27 Risks:** Entrants (and their companions, as relevant) acknowledge that there may be inherent risks involved in entering this Promotion or taking or participating in the prize. Any Entrant, prize winner or participant in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability (in terms specified by the Promoter) to expressly acknowledge that participation in the Promotion or prize event may be inherently dangerous and that if they choose to participate they will do so at their own risk. The Promoter reserves the right to preclude the participation of any person refusing to sign such documentation.
- 28 Liability:** The Promoter and its related entities, contractors and agencies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation that caused by any person's negligence) relating to this Promotion or the awarding or redemption of any prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- 29 Australian Consumer Law:** A prize winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods supplied will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than those contained within the Australian Consumer Law, regarding the quality and suitability of any prize and will not be responsible for breach of any such terms.
- 30 Social Media:** If any part of the Promotion is run or advertised on social media, Entrants release the Social Media Platform(s) and its/their associated companies from all liability arising in respect of the Promotion and acknowledge that:
- 30.1 the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform;
  - 30.2 any information provided by the Entrant in connection with the Promotion is provided to the Promoter and not to any Social Media Platform; and
  - 30.3 any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to any Social Media Platform.
- 31 Privacy:** The Promoter collects the personal information that Entrants provide for the purpose of administering the Promotion. The Promoter may also use Entrants' personal information in advertisements, publications, media statements and other promotional material associated with the Promotion, and to contact them by electronic messaging (including email and SMS) for marketing purposes, including notifications about future promotions and special offers regarding the Promoter's products and services.
- 32 Disclosure of Personal Information:** The Promoter may also disclose Entrants' personal information to its related bodies corporate, contractors and agencies connected with this Promotion, any prize provider and relevant authorities in the relevant states/territories for the purposes of administering the Promotion, marketing and publicity.
- 33 Third Party use of Personal Information:** By entering this promotion, the Entrant provides their irrevocable consent for the Promoter to use their personal information for future competition and marketing purposes. By providing their consent, an Entrant consents to the storage and stated use of their personal information.
- 34 Permit Numbers:** Authorised under NSW Permit No. TP/01282, ACT Permit No. TP 21/01512.