



26 Loone Lane Spreyton 7310
Phone: 03 6421 2300
PO Box 18 Devonport Tasmania 7310
www.gpglass.com.au
Email: info@gpglass.com.au

AGFEST 2018 Competition – Terms and Conditions

General

1. The Promoter is GP Glass PTY LTD (ABN: 61 109 401 863) of 26 Loone Lane, Spreyton Tasmania, 7310 Australia. Telephone number 03 6421 2300.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who can enter?

4. Entry is open to all residents of Tasmania over the age of 16 except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
5. Entrants must be 16 years of age or older as at the date of entry in order to be eligible to enter the competition.
6. Entrants under 18 years of age must obtain the prior permission of their parent or legal guardian in order to be able to enter. The Promoter may require any such entrant's parent or legal guardian to sign a release at the Promoter's discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State and Territory legislation. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

8. The competition commences at 8.00am AEDT 3rd May 2018 and close 5pm AEDT 5th May 2018. Entries must be received by the Promoter prior to the competition close date and time.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries.

How to enter

10. Entrants may enter the competition by registering their details on the competition entry form at the AGFEST event, including (but not limited to) full name, address, post code, telephone number and e-mail address to complete their entry.
11. 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. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
12. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
13. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the



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Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses to register single or multiple entries.

Number of Entries permitted

14. Entrants are limited to single entry per street address. Only one prize will be awarded for this competition.

Draw and Notification of winner

15. The winner will be the first valid entry submitted in accordance with these terms and conditions that is drawn by promoter at random on the 9th May 2018. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
16. The winner will be notified by telephone or email within two business days of the draw. Winner of prizes will be send to entrants via email address the used to enter the promotion.
17. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry.
18. Should an entrant's contact details change during the promotional period; it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
19. Subject to State Regulation, an unclaimed prize draw will take place at GP Glass on the 29th June 2018. The winner/s of the unclaimed prize draw will be notified by telephone or email within two business days of that draw.

Prize on offer

20. Total prize pool value is up to \$5,000 (including GST). One winner will receive a \$5,000 gift voucher from GP Glass (valid for 6 months) to be redeemed in product available from GP Glass at RRP.
21. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
22. Prizes cannot be transferred, exchanged or redeemed for cash.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
24. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. If an entrant under 18 years of age wins a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.
25. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.
26. Prize must be claimed within 6 weeks of the draw date. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
27. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
28. The winner acknowledges and accepts that activities that form part of the prize are inherently dangerous and may result in death, injury, incapacity, damage to property



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- or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place.
29. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
 30. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
 31. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
 32. Entrants are responsible for any cost associated with accessing the promotion. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.
 33. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
 34. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
 35. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

Copyright, Statutory guarantees, Waiver and liability

36. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, as recorded, photographed or filmed during the winner's participation in the prize to appear in advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
37. Each entrant hereby assigns to the Promoter all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to the Promoter in connection with that entrant's entry or participation in any aspect of the prize (Works). Each entrant warrants that the Promoter is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in



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- whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use.
38. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
 39. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
 40. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
 41. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.