

## Terms & Conditions\*

### Vinidex Kompakt® Boss Gully

Guess the number of jellybeans for a chance to WIN \$1,000.00, Adrenaline.com.au experience.

#### Definitions

- a) **Customer** means a sole proprietor with a registered Australian Business Number.
- b) **Duty** means any stamp duty, transaction or registration duty or similar charge imposed by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount imposed in respect of any of the above, but excludes Tax.
- c) **Distributor** means a distributor and supplier of the Vinidex Kompakt® Boss Gully
- d) **Eligible Customer** mean a Customer who, within the Promotional Period:
  - i) is the owner or employee of a business with a registered ABN;
  - ii) is over 18 years of age;
  - iii) is not the owner or employee of a Distributor;
  - iv) is not an employee of Aliaxis or any of its subsidiaries.
- e) **Participating Customer** means an Eligible Customer who has complied with clause 2 of these Terms and Conditions and completed an Eligible Entry.
- f) **Promoter** means Vinidex Pty Ltd ABN 42 000 664 942
- g) **Eligible Entry** means the eligibility of a Participating Customer to claim the prize in accordance with these terms and conditions.
- h) **Promotional Period** means the period from 12:00am 21 September 2020 to 11:59pm 11 December 2020.
- i) **Tax** means any tax, levy, charges, impost, fee, deduction, goods and services tax, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any of the above, but excludes Duty.
- j) **Kompakt** means the Vinidex Kompakt® Boss Gully.
- k) **Guess** means an estimate of the number of jellybeans inside the Vinidex Kompakt® Boss Gully.
- l) **Prize** is one \$1,000.00 Adrenaline.com.au Gift card.
- m) **Winner** is the Eligible Customer who will be awarded the prize.

#### Eligibility to Win

1. The promotion is open to all Eligible Customers during the Promotional Period.
2. To enter the promotion, the Eligible Customer must:
  - a) Register his/her details by visiting: [www.vinidex.com.au](http://www.vinidex.com.au).
  - b) Enter a Guess for the number of jellybeans in the 'pictured' Vinidex Kompakt® Boss Gully.
  - c) Complete the contact information; and

- d) Agree to these Terms and Conditions.
3. The judging will be conducted at the Promoter's offices, 254 Woodpark Road, Smithfield NSW 2164, at 10.30AM AEST on Monday the 14th December, 2020. The Winner/s will be announced on the Vinidex web site, 'www.vinidex.com.au' Winners will also be called & emailed within 24 hours. Judges' decision is final.
  4. The first Eligible Entry received based on date and time to correctly Guess the number of jellybeans will be declared the Winner (runner-up positions will not be awarded). The Eligible Entries will be judged solely on the accuracy of the Guess.
  5. Should no Eligible Entry correctly Guess the number of jellybeans the Winner will be declared as the Eligible Entry closest to the actual number of jellybeans (in whole jellybeans). If multiple Eligible Entries are received closest to the actual number of jellybeans the declared Winner will be the first of these Eligible Entries received based on date and time.
  6. Should the Winner be uncontactable and/or not claim the prize within 30 days of the Promotional Period close the Winner will be declared as per clause 4 of these Terms and Conditions.
  7. The Winner will receive the Prize as a gift card. This card will be sent in the mail to the Winner's postal address or can be collected from Vinidex offices, 254 Woodpark Road, Smithfield NSW 2164.
  8. Total Prize pool value is up to AUD \$1,000.00 RRP incl. GST. The Promoter accepts no responsibility for any variation in the prize value. Prizes or any unused portion of the Prize are not transferable or exchangeable and cannot be taken as cash.
  9. In the event that the Prize is/are not available, the Promoter reserves the right to substitute prize(s) in its discretion to the same and equal recommended retail value and/or specification subject to any written directions from the various lottery Departments.

#### **Termination of the Program**

10. Incomplete, indecipherable or illegal claims will be deemed invalid.
11. The Promoter may terminate a Participating Customer's participation in the Promotion without notice for reasons including, but not limited to, if the Participating Customer:
  - a) fails to comply with these terms and conditions;
  - b) abuse any privilege accorded to the Participating Customer under the Promotion;
  - c) supplies misleading information or makes any misrepresentation to the Promoter in connection with the Promotion; and
  - d) becomes a bankrupt or, if the Participating Customer is a company, becomes insolvent, goes into a receivership or liquidation.

12. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including the claimant's identity, age and place of residence) and to disqualify any claimants who submit a claim that is not in accordance with these terms and conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of rights.
13. If a Participating Customer is terminated or disqualified by reason of either clause 9 or 10, any entitlement that the Participating Customer may have will be cancelled. The Promoter will not be liable for any loss or claim arising from the termination of the Promotion including any claim (without limitation) for the Prize as at the time of the Participating Customer's termination.
14. If requested by the Promoter, Participating Customers must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to participate in the Promotion, to claim the Prize, and compliance with these Terms and Conditions.
15. The decision of the Promoter in all matters relating to the interpretation and application of these Terms and Conditions will be final and binding on all Participating Customers. The Promoter's decision is final and no correspondence will be entered into.
16. A Participating Customer may terminate their participation in the Promotion at any time by giving written notice to the Promoter.

#### **General**

17. Participating Customers are solely responsible for any Tax, Duty or other charge imposed by law in relation to the Promotion.
18. The Promoter does not make any guarantee in relation to the availability of its web services and will not be held responsible for any interruption of the services that may interfere with any Participating Customer's ability to participate in the Promotion.
19. To the extent permitted by law, the Promoter is not responsible, and accepts no liability for, any liability including but not limited to, loss or damage, whether direct, indirect, special or consequential, arising in any way from:
  - a) technical difficulties or equipment malfunction;
  - b) theft, unauthorised access or third-party interference;
  - c) claim that is late, lost, altered, damaged or misdirected due to any reason that is beyond the reasonable control of the Promoter;
  - d) variation in Prize amount to that stated in these terms and conditions; and
  - e) Tax liability incurred.
20. Each Participating Customer is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in the Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of these Terms and Conditions generally.

21. The Promotion is not valid in conjunction with any other offer.
22. Participating Customers can only participate in the Promotion in their own name. Participating Customers who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) may be disqualified at the sole discretion of the Promoter.
23. Participating Customers agree to be contacted by the Promoter and to assist the Promoter for Marketing Purposes.
24. All information provided by the Participating Customer ("**Personal Information**") may be used by the Promoter for the purposes of administering the Promotion, and promotional and marketing purposes.
25. The Promoter may disclose the Participating Customer's Personal Information to its contractors and agents to assist in conducting the Promotion and Marketing Purposes, and as required, to Australian regulatory authorities.
26. Should a Participating Customer wish to opt out or access or update their information held by the Promoter at any time, they can contact the Promoter in accordance with the Privacy Policy at clause 24(b).
27. By participating in the promotion, Participating Customers agree to be bound by:
  - a) the Standard Terms and Conditions of Sale published by Vinidex Pty Ltd at <https://www.vinidex.com.au/terms-of-sale/>; and
  - b) the Privacy Policy published by Vinidex Pty Ltd at <https://www.vinidex.com.au/privacy/>.
28. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988.