

## **Samsung Tablet Promotion - Terms and Conditions**

1. Information on how to enter and prize details form part of these terms and conditions. By entering this promotion you are deemed to have accepted these terms and conditions.
2. This promotion is being run by MTDData (ABN 51 104 260 737) of 18-20 Compark Circuit Mulgrave VIC 3170 ("**we**", "**us**" or "**our**").
3. The promotion starts at 09:00 AEDT/AEDST on 16 May 2019. Entries close and must be received by 5pm 19 May 2019 ("**promotion period**").

### **Who can enter?**

4. Entry is open to attendees of the Brisbane Truck Show 2019 who are Australian residents aged over the age of 18. Employees or contractors of the promoter and other companies associated with the promotion and their immediate families are not eligible to enter.

### **How do you enter?**

5. To enter, you must, during the promotion period:
  - a) scan the official Brisbane Truck Show QR code with the supplied lead scanner at MTDData's stand MEZZ – 186
  - b) The QR code is attained as part of purchasing a ticket to attend the show. This QR code can be scanned from a printed ticket or by a phone or other device.

("eligible entry").

6. Only one entry per person will be accepted.
7. By entering the promotion, you agree and acknowledge that we (or our agent) may take photos of you and use the photos for our future promotional and marketing purposes without further reference or compensation to you.

### **Prize**

8. This is a game of chance
9. There are three prizes to be won.
  - a) All three prizes are Samsung Galaxy Tab Active2 valued at \$839 incl. GST)
10. The total prize pool value is \$2,517 (incl. GST).
11. The winners will be decided by a manual draw at 10am on Tuesday 21 May 2019 at 18-20 Compark Circuit, Mulgrave VIC 3170.
12. The first three valid entries drawn will win all three prizes.

13. Winners will be notified by telephone and in writing within 2 days of the draw. Winners' first initial and surnames will be published on MTDData's website, facebook company page, Twitter and Linked In by Friday 24 May 2019.
14. Our decision is final and no correspondence will be entered into.

#### **Unclaimed prize draw**

15. If a prize remains unclaimed after 3 months an unclaimed prize draw will take place on 21 August 2019 at the same time and place as the original draw, subject to any directions from State and Territory regulatory authorities. Winners will be notified by telephone and in writing within 2 days of the unclaimed prize draw.

#### **Prize Conditions**

16. You are only eligible to win one prize. We reserve the right to withdraw a prize if there are no eligible entrants to receive that prize.
17. By accepting a prize, you agree to participate in and co-operate as required with all reasonable marketing activities relating to the prize including but not limited to being interviewed and photographed. We reserve the right to use your comments, image and name for advertising and publicity purposes in any media in perpetuity without compensation.
18. A prize, or any unused portion of a prize, cannot be transferred, exchanged or redeemed for cash. All other expenses associated with the prizes are the responsibility of the winners.
19. The winners will have an opportunity to provide their preferred delivery address for the prize and the cost for sending will be MTDData's expense. Postage will be via registered post, requiring that the winners provide identification for verification purposes.
20. Entrants may be disqualified where MTDData suspect any unlawful or improper conduct.

#### **General**

21. The promoter reserves the right, at any time, and in its sole discretion to (a) request entrants to provide proof of identity and/or proof of valid entry (b) disqualify any entrant who the promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper conduct or any conduct calculated to jeopardise the fair and proper conduct of the promotion.
22. Entries are accepted at the time of receipt by us. We will not be held liable for any entries not received for any reason during the promotion period.
23. We are not liable for any prize that may be lost, stolen, forged, damaged or tampered with in any way after it leaves us.
24. We are not responsible for any variation in the value of a prize.
25. If we are unable to provide a winner with a prize (or part of a prize), we will supply an alternative prize (or that part of the prize) of greater or equal monetary value and/or specification, subject to any written directions from a regulatory authority.

26. If for any reason, we are not able to conduct the promotion as planned, including due to tampering, unauthorised intervention, fraud, any technical difficulties or any other causes beyond our control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, we reserve the right in our sole discretion to take any action that may be available, subject to State and Territory regulations.
27. We exclude all warranties in relation to the quality, suitability or merchantability of a prize, except those that cannot be excluded by law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any rights a consumer may have which are unable to be excluded under Australian Law, is limited to the payment of the costs of having the prize supplied again.
28. To the extent permitted by law, we are not liable for any loss (including indirect and consequential loss) or damage or personal injury suffered or sustained in connection with the promotion including the supply of goods or services by any person to the prize winners, and where applicable to any persons accompanying the prize winners. We accept no responsibility for any tax liabilities that may arise from winning the prize.

### **Privacy**

29. By entering this promotion, you agree that we may use the personal information we collect from you:
  - a) to conduct this promotion, including determining and notifying the winners, disclosing that information to prize suppliers and State and Territory regulatory authorities; and
  - b) for future marketing purposes in any media, including contacting you after this promotion ends,

Refer to our privacy policy for further information on how we collect and utilise personal information gathered for this competition: <https://mtdata.com.au/privacy/>.