

## Samios – OX Tools ToolTrek Promotion

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Any entry which does not comply with these Terms and Conditions is invalid.
3. The Promoter is Samios Plumbing Pty Limited (ABN 91 010 360 899) ("Samios") of 675 MacArthur Avenue Central, Pinkenba QLD 4008, and telephone: (07) 3907 8388.
4. Entry is only open to Australian businesses with a valid ABN (each an "Eligible Business").
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1<sup>st</sup> cousin.
6. Any Eligible Entrants must be 21 years old or more to enter and must read and consent to these Terms and Conditions.
7. The promotion commences on Friday 08/12/2023 and concludes at 11:59 pm AEST on Sunday 31/12/2023 ("**Promotional Period**"). All times referred to herein are AEST, as applicable in QLD.
8. To be eligible to participate in the promotion, an authorised representative on behalf of an Eligible Business, must spend the following during the Promotional Period (collectively referred to as a "**Qualifying Transaction**"):
  - Purchase one (1) Ox Tools OX-P600703, Ox Tools Tooltrek Storage System 3 Piece and receive one (1) Ox Tools White Work wear shirt.
9. '**Eligible products**' are all products available to be purchased through Samios.
10. Eligible Businesses must be within their Samios trading terms throughout the entirety of the Promotional Period and must not have any applicable overdue monies owing in order to be eligible to claim any prize. Samios reserve the right to withhold redeemed goods until the eligible businesses have met their trading terms.
11. Shirt is to be redeemed via QR code inside the OX Tooltrek System. The Promoter is not responsible for failure to receive any entry for any cause beyond its control.
12. Eligible Businesses must retain their original purchase receipt(s) and/or invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Business' entries and forfeiture of any right to a prize. Purchase receipt(s) and/or invoice(s) must clearly specify the store of purchase, the purchase amount and that the purchase was made during the Promotional Period but prior to entry.
13. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

14. If there is a dispute as to the identity of an Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
15. There will be thirty (30) prizes. Redemptions will open and close on the dates and times specified below.

	Dates Open	Dates Close
Redemption period	Friday 8 <sup>th</sup> December	Sunday 31 <sup>st</sup> December

- 16.
17. Participating Samios Branches:  
**QLD:17, NSW: 1, WA:4, NT:1, VIC:7, SA:2, TAS:2**
18. Total prize pool value is up to **\$1050**. Prizes or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Prize values are correct at the time of printing but no responsibility is accepted for any variation in the value of any prizes.
19. If a specified prize becomes unavailable, Samios Plumbing Supplies may substitute a replacement prize at its absolute discretion. In such an instance, Samios Plumbing Supplies will endeavour to ensure the substitute prize is of equal or greater value than the original prize.
20. The Promoter's decision is final and no correspondence will be entered into.
21. If for any reason a winner or Prize Recipient does not take/redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
22. Eligible Businesses consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the responsibility of the individual submitting the entry on behalf of the Eligible Business and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an individual/Eligible Business to automatically enter repeatedly is prohibited and will render all entries submitted by that individual/Eligible Business invalid.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or

damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner, Prize Recipient or Eligible Business; or (f) use of a prize.
27. As a condition of accepting a Prize, the winner (or Prize Recipient) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://shop.samios.net.au/sam/en/AUD/privacyPolicy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to entities outside of Australia (see Privacy Policy for details).

**SA Permit No. T23/1021**