

## **METABO VOLKESFEST GERMANY PROMOTION**

### Competition details

<b>Promotion Name</b>	Metabo Volksfest Germany Promotion
<b>Promoter</b>	The Promoter is Metabo Pty Ltd (ABN 80 004 697 741) located at 10 Dalmore Dr, Scoresby VIC 3179, Australia.
<b>Promotion Type</b>	Game of chance.
<b>Promotion Period</b>	The Promotion will commence at 12.01am AEST on 10 <sup>th</sup> of April 2023 and close at 11.59pm AEST on 30 <sup>th</sup> June 2023.
<b>Entry Restrictions</b>	<p>This promotion is only open to residents of Australia aged 18 years and over for purchases made in Australia. Employees (and their Immediate Families) of the Promoter, of Participating Stores or any of their respective parent companies, subsidiaries or affiliated companies, or any 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, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter). The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion (<b>Eligible Entrants</b>).</p> <p>The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.</p>
<b>How to enter</b>	<p>To be eligible to enter, individuals must spend A\$299 or more in a single transaction on any Metabo product or products (<b>'Eligible Purchase'</b>) from a participating authorised Metabo reseller.</p> <p>Participating Stores are selected authorised Metabo stockists nationally.</p> <p>Participating Stores will display promotional materials. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.</p> <p>After making a Qualifying Purchase, Entrants must:</p> <ol style="list-style-type: none"> <li>(a) Go online and visit <a href="http://www.winwithmetabo.com.au">www.winwithmetabo.com.au</a> (<b>'Website'</b>)</li> <li>(b) complete the online entry form, including inputting full name, e-mail address, postal address, mobile phone number, upload a legible copy of their purchase receipt in accordance with the instructions in "Verification/Proof of Purchase" below &amp; tick the box to confirm agreement with the Terms and Conditions. The purchase receipt must be uploaded in jpg/png formats and must not exceed 3MB file size; and submit the fully completed entry form.</li> </ol> <p>Upon submitting the fully completed entry form, the entrant is entered into the prize draw.</p>
<b>Prize draw</b>	<p>A random prize draw will be conducted at the offices of the Promoter (6 Hodgson St, Kew, Victoria, Australia) by a representative of the Promoter at 10.00 am on the 3<sup>rd</sup> of July 2023.</p> <p><b>MAJOR PRIZE</b></p> <p>The first (1st) valid entry randomly drawn by computer from all valid entries received during the promotional period will win the Major Prize of the holiday for two people to Germany. Prize details include:</p> <ul style="list-style-type: none"> <li>• 2 x Adult return economy flight from the Winners nearest capital city to Stuttgart Germany.</li> <li>• 7 Nights 4 Star or better accommodation with breakfast included in Stuttgart.</li> <li>• Transfers to and from the hotel in Stuttgart</li> <li>• Half Day VIP Tour of Metabo Head Office in Stuttgart</li> </ul> <p>Total Prize Value A\$15,000 inc GST</p> <p><b>SECONDARY TIER PRIZES</b></p>

	<p>The next three (3) valid entries randomly drawn by computer from all valid entries received during the promotional period will each win A\$2,000 worth of Metabo Tools. Total prize value A\$6,000inc GST.</p> <p>The next fifty (50) valid entries randomly drawn by computer from all valid entries received during the promotional period will each win a Metabo branded Hoodie valued at \$A69 each. Total prize value A\$3,450inc GST.</p> <p>The next fifty (50) valid entries randomly drawn by computer from all valid entries received during the promotional period will each win a Metabo branded Backpack valued at \$A49 each. Total prize value A\$2,450inc GST.</p> <p>The next fifty (50) valid entries randomly drawn by computer from all valid entries received during the promotional period will each win a Metabo branded Bluetooth Speaker valued at \$A39 each. Total prize value A\$1,950inc GST.</p> <p>The next fifty (50) valid entries randomly drawn by computer from all valid entries received during the promotional period will each win a Metabo branded Multi Tool valued at \$A39 each. Total prize value A\$1,950inc GST.</p>
<b>Notification</b>	<p>Major Prize Winner will be notified by phone &amp; email within 1 day of the applicable draw and their name will be published on <a href="http://www.winwithmetabo.com.au">www.winwithmetabo.com.au</a> on 4<sup>th</sup> July 2023.</p> <p>The Major Prize winner must be able to travel on dates that coincide with the Cannstatter Volksfest Festival in Stuttgart (22 September 2023 – 8 October 2023). If a winner is unable to take the prize on the travel dates as required or they fail to notify the promoter of their attendance within the time period as outlined below, the winner will forfeit their right to their prize.</p> <p>Due to the limited time between the draw/notifications and the Cannstatter Volksfest Festival in Stuttgart, the winner must advise the promoter within 7 days of notification if they will be redeeming their prize to enable flight and accommodation bookings. Should the winner not notify the promoter within 7 business days of notification, then that winner will forfeit their right to the prize with no redraw taking place.</p> <p>Secondary Tier Prize winners will be notified within 3 days of the applicable draw and their name will be published on <a href="http://www.winwithmetabo.com.au">www.winwithmetabo.com.au</a> on 7th July 2023.</p>
<b>Total prize pool</b>	The total combined prize pool is valued at A\$30,800
<b>Prize Claim Time</b>	Major Prize must be claimed within 7 business days of notification. Secondary Tier Prizes have 60 days from notification to claim prize.
<b>Permit Numbers</b>	NSW Authority No: TP/00906, ACT Permit Number TP 23/00470, SA Licence No: T23/283
<b>Additional prize terms and Verification Requirements: Major Prize</b>	<p>The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p> <p>Prize must be taken to coincide with the Volksfest Festival 2023 (22 September 2023 - 6 October 2023) and is subject to booking and flight availability</p> <p>The Prize(s) and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, and subject to relevant state and territory regulations, reserves the right to substitute the prize (or that part of the prize) with a prize to the equivalent value and/or specification.</p> <p>The Promoter or its agencies will make the Major Prize winner's travel reservations including airfare, accommodation and transfers, subject to booking and flight availability. Travel is subject to availability at all times. Restrictions and block out periods may apply including school holidays. The Prize includes prepaid airfare taxes and standard checked luggage surcharges. Further conditions may apply, including the airline's conditions of carriage. Flights are</p>

economy class and may be indirect. Prize includes prepaid airfare taxes and standard checked luggage surcharges. If for any reason the winner does not, once the prize has been booked, take the prize at the time stipulated, then the prize will be forfeited. Once the Major Prize has been booked, no changes may be made.

The winning entrant and his or her travelling companions must travel on the same flight, at the same time and are responsible for their own transportation from their homes (whether they live in a metropolitan area or a regional area) to & from their nearest capital city airport. The Promoter may book flights with any airline in its absolute discretion.

All costs associated with a travel prize which are not expressly stated to be included in a Major Prize in the Prize Details, such as spending money, incidental hotel charges (such as mini bar, movies, telephone calls, food or beverages not included in the prize description, transfers, taxes, insurance, other travel or accommodation, luggage costs and all other ancillary costs, are the responsibility of the winner. A credit card imprint or cash deposit may be required by the hotel from the winning entrant at check-in for incidental charges during the winning entrant's (and his or her companion's) stay. The winner or their travelling companions must hold a valid credit card and present it at check in. The Promoter is not responsible for any damage to the hotel room caused or contributed by the winning entrant or his or her companions.

The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (not included in the prize) and documents required to travel. Any alterations or extensions to confirmed Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner.

The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received any required immunisations and/or health checks prior to taking the Prize.

The Promoter makes no representations about the travel destination.

Major Prize participants are responsible for compliance with all applicable Travel Requirements and Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in a Major Prize. The Promoter assumes no liability (and will provide no compensation) to a Major Prize winner and/or travelling companions who, as a result of any failure to comply with any Travel Requirements or Third Party Terms: (a) is unable to participate in a Major Prize (or any part of it); (b) is refused entry into the State; or (c) suffers any other loss or damage.

The winner is responsible for compliance with any health, passport, visa and other requirements for entry into Germany, any country en-route and for return to Australia (**Travel Requirements**). Major Prize winner is responsible for making themselves familiar with, and following, the Australian Government's travel advisory and consular assistance advice available at [www.smarttraveler.gov.au](http://www.smarttraveler.gov.au).

Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.

Frequent flyer points will not form part of the prize and cannot be incorporated into the prize offering.

Prize is subject to the standard terms and conditions of individual prize and service providers.

Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not, once the prize has been booked, take a prize (or

	<p>an element of a prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</p> <p>Winners of the Metabo branded Sweatshirt will receive a garment ranging from M – 2XL). Size supplied is at the Promoters discretion. All Secondary Tier prizes will be processed at the close of the promotion. Allow 28 days for delivery of prizes from the close date of the promotion. Prizes will be sent to the Postal Address as provided by the entrant when entering the promotion.</p>
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### Terms and Conditions

1. Information on how to enter the Metabo Volksfest Germany Promotion and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
5. 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 without limitation war, terrorism, state of emergency, pandemic or any other kind of disaster), the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Metabo Volksfest Germany Promotion as appropriate. Changing, modifying or suspending the Promotion is subject to relevant state and territory regulations.
6. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
7. Entries must be received by the Promoter and 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.
8. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk.
9. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used.
10. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line 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 otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. 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 competition subject to approval from any relevant authority.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:

- a. disrupts, annoys, abuses, threatens, harasses 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
  - b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
13. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) 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.
14. The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
15. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
16. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 or entrant; or (f) use of the prize.
17. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
18. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this competition. Entrants also irrevocably 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
20. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send information about the Promoters products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.
21. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
22. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at [www.metabo.com.au](http://www.metabo.com.au). To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.