

Epic Winter Getaway

By entering into the Metal Manufacturers Pty Ltd Epic Winter Getaway **Competition**, you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.
- 1.2 Incomplete, inaccurate, incorrect, erroneous, ineligible or incomprehensible entries will be deemed invalid.
- 1.3 The Promoter is Metal Manufacturers Pty Ltd
- 1.4 423 Henley Beach Road, Brooklyn Park, SA 5032
Email Address: sa.accounts@mmem.com.au Tel Number: 08 8354 4911
- 1.5 The Competition will be conducted in South Australia.
- 1.6 The participating stores are All South Australian Stores.
- 1.7 Permit Numbers: **T25/233**

2. WHO CAN ENTER?

- 2.1 Entry is only open to MMEM account holders who are Australian residents aged 18 years or over who reside in Australia during the Promotional Period and hold a valid Australian phone number and email address.
- 2.2 Subject to clause 4 and 6, employees (and their immediate families) of the Promoter, Participating Stores and agencies associated with this Competition 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 first cousin.

3. HOW TO ENTER & CONDITIONS OF ENTRY

- 3.1 The Competition commences at 6:00am AEST on 1st May 2025 and entries close 6:00pm on 30th June 2025.
- 3.2 In order to enter 1 of the local \$5000 prizes being the \$4000 1st prize and the \$1000 second prize per store, eligible entrants must spend a minimum \$1000 on an invoice, during the Promotional Period, eg. (Every \$1000 ex GST spent of 1 invoice receive 1 entry ticket, limited to 1 entry per invoice. Example \$1000 = 1 ticket, \$4000 = 1 ticket, \$990 = 0 tickets etc. In order to enter the Regional Major \$20,000 jackpot, eligible entrants must spend a total of \$10,000 ex gst during the promotional period. Limited to 1 entry per account.
- 3.3 Entrants must retain their original purchase receipt of the Eligible Product(s) as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any

right to a prize. The purchase receipt must clearly specify that the purchase was made during the Promotional Period and dollar amount of \$1000 ex gst for local prize and \$10,00 total account spend purchased for major state jackpot.

- 3.4 Purchases will be identified via MMEM's purchase records and eligible entrants will automatically be registered in the Competition upon completed purchase via the MMEM's account holder data system using the contact details and information available to MMEM on their account holder data system. Following entry to the Competition in accordance with this clause 3.4, entrants will be notified by the Promoter that they have been entered into the Competition.
- 3.5 Eligible entrants that have been registered to participate in the Competition in accordance with clause 3.4 will receive one entry to the Competition for every \$1000 Dollar figure purchased for local giveaway and \$10,000 purchased total during the Promotional Period on a receipt by receipt basis.
- 3.6 Each entry under clause 3.5 will go into the Prize Draw.
- 3.7 Entrants consent to the Promoter using their name, suburb, and postcode 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.
- 3.8 It is the responsibility of the account holders to ensure that their information and contact details are correct and up to date on the MMEM account holder data system. Any incorrect, incomplete or erroneous contact details provided by the entrants will result in an invalid entry.
- 3.9 Entrants may opt-out from participating in this Competition at any time.

4. PRIZES

- 4.1 The total prize pool for this Competition is AUD \$140,000 (inclusive of GST). 1 x \$4000 per store, 1 x \$1000 per store. A total of 24 stores. Then 1 x \$20,000 grand prize for the state. Limited to 1 prize spread over all 24 stores.
- 4.2 The prizes to be won are: \$4000 travel voucher, \$1000 travel voucher, \$20,000 funds.
- 4.3 For the avoidance of doubt, the following is included in each Prize:
 - \$4000 voucher includes a \$4000 voucher for a flight center voucher to be utilised on flights or accommodation of choice.
 - \$1000 voucher includes a \$4000 voucher for a flight center voucher to be utilised on flights or accommodation of choice.
 - \$20,000 funds to be transferred to winner or written cheque.
- 4.4 The following conditions apply to the Prizes:
 - (a) Except from the expenses set out in clause 5.3, any and all other expenses become the responsibility of the winners and their travel companions. The winners (and their travel companions) are responsible for all expenses other than those specified in these Terms and Conditions, including but not limited to spending money, meals, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, insurance, taxes (including departure taxes), energy surcharges, gratuities, service charges, passports, travel insurance and all other ancillary costs. **Travel insurance is the responsibility of the winners and their travel companions.** The Promoter is not liable for any costs incurred if the winners or their companions travels without insurance. A credit card imprint or cash deposit may be required from the winners at check-in to the hotel, for

all incidental charges.

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 Pack except for any liability which cannot be excluded by law (including the CCA).

- (b) The winner agrees that they will not, and will ensure that their travel companion does not, sell or otherwise provide their story in relation to this competition, and/or photographs, to any media or other organization.
- (c) The Prizes, or any unused portion of the Prizes, are not transferable.
- (d) The winners and their travel companions must travel during the dates stipulated in clause 5. Failure to do so will result in forfeiture of the Prize(s).
 - i. If the Prizes are unavailable, the Promoter, in its discretion, reserves the right to substitute the Prizes with prizes to the equal value and/or specification, subject to any written directions from a regulatory authority.
 - ii. By accepting the Prizes, the winners acknowledge that the Prizes are subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in or connection with the Prizes
 - iii. The Prizes cannot be substituted for cash.
 - iv. As a condition of accepting any of the Prizes, the winners may be required to sign legal documentation as and in the form required by the Promoter and/or suppliers of the Prizes in their absolute discretion, including but not limited to a legal release and indemnity form.

5. PRIZE DRAW

6.1.1 The draw for the Prizes will be conducted by an independent scrutineer 2pm ACDT July 11th, 423 Henley Beach road, Brooklyn Park, SA, 5032.

6.2 The Prizes will be awarded as follows for Eligible Entrants during the Promotion Period:

6.3 Winners will be notified by phone and email within 2 business days of the Prize Draw and upon acceptance of the Prize, The winners first initial, last name and postcode will be published on the Promoter's website <https://www.mmem.com.au/> and in the Australian Newspaper.

6.4 The Prize must be accepted by July 30th 5.00pm ADEST. Failure to do so will result in the Prize being forfeited.

6.5 The independent scrutineer's decision is final and no correspondence will be entered into.

6.6 The Promoter may request to verify the purchase receipts of the winners following the draw. The Prize of any winner who cannot prove their purchase of an Eligible Product during the Promotional Period by way of purchase receipt will be forfeited & redrawn. Reserve entrants will be drawn and recorded in order as per 6.1.1 and then used in the case of an ineligible entrant.

6. PROMOTER'S RIGHTS

6.1 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.

6.2 If this Competition 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 entrant; or
- (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

6.3 The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Competition. Entry is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Promoter may, if the entrant has opted in on the entry form, and, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's privacy policy at <https://www.mmem.com.au/> Entrants should direct any request to access, update, correct information or opt out to the Promoter to sa.accounts@mmem.com.au.

6.4 All entries become the property of the Promoter.

7. NO LIABILITY OF THE PROMOTER

7.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' 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 Promoters may in their absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to state government legislation.

7.2 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**").

7.3 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 the Competition, including but not limited to 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 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 tax liability incurred; or
- (e) the use or enjoyment of the Prize.