

## TERMS & CONDITIONS - Hutcheon & Pearce Love Your Lawn Competition

- 1. The Hutcheon and Pearce 2020 Love Your Lawn Competition (the "competition") opens at 08h00 (AEST) Monday 21th September 2020 and closes at 17h00 (AEST) Wednesday 21th October 2020 (the "competition period").
- 2. Participation in this competition is deemed acceptance of these terms and conditions of entry.
- 3. The promoter is Hutcheon and Pearce (the "promoter") of 35 Johnston Street (PO Box 5485) Wagga Wagga NSW 2650
- 4. Employees of Hutcheon and Pearce are not eligible to participate in the competition.
- 5. Entry to the competition is open to Hutcheon and Pearce Customers only, must hold an open account, who are 18 years old or over when they enter the competition.
- 6. Customers who enter competition must have visible a John Deere Mower and/or John Deere attachment/s in the image, lawn and garden, must show creativity in photo & submit 50 word or less paragraph on why they love their lawn.
- Entries into the competition are have the chance to win one (1) \$500.00 voucher to spend on selected Mower, Lawn & Garden attachments or retail products (excluding range of Stihl products at Hutcheon and Pearce Orange) at any Hutcheon & Pearce Dealership (the "prize").
- 8. Customers may enter once during the competition period, provided that the eligible requirements are met.
- 9. If the voucher or prize is unavailable, for whatever reason, the promoter reserves the right to substitute the voucher or prize for a similar product of equal value, subject to applicable laws and regulations.
- 10. To enter for a chance to win the \$500.00 Voucher Customers must have a photo submitted via Hutcheon and Pearce website during the competition period. The promoter reserves the right to verify the validity of entries and entrants, and to disqualify any entry that is not in accordance with these terms and conditions. Any person submitting fraudulent entries will be disqualified from the competition.
- 11. Customers entries will be submitted via landing page http://www.hutcheonandpearce. com.au/loveyourlawn Entries must be made prior to 17h00 (AEST) Wednesday 21th October 2020. Entries that are not submitted through Hutcheon and Pearce website will not be eligible for competition.







- 12. Any entries after the closing time specified in paragraph 11 above will not be added to the prize draw.
- 13. The Winner, as witnessed by an independent scrutineer, it will be selected on Friday 23th October 2020 at 35 Johnston Street Wagga Wagga, NSW 2650.
- 14. The photo qualifying entry who meets all the required criteria will win the prize. Total prize value is AU\$500.00 including GST in Australia as at Tuesday 1st September 2020.
- 15. The winner will be notified by phone and/or email within two business days of selection. The winner of the prize will also be published on Hutcheon & Pearce Facebook Page https://www.facebook.com/hutcheonandpearce/ & Instagram Page https://www. instagram.com/hutcheonandpearce/?hl=en, on Monday 26th October 2020. The winner of the prize will also be published on our website, https://www.hutcheonandpearce.com.au/ on Monday 26th October 2020 for a period of 28 days.
- 16. The winner must redeem their prize within three (3) months of the prize draw; winner will be required to produce identification upon redemption.
- 17. The prize will be available to the winner within sixty (60) days of the winner nominating an authorised Hutcheon and Pearce Dealer. The prize may only be claimed at the nominated Hutcheon and Pearce Dealer.
- 18. Freight costs incurred in transporting the prize to the Hutcheon and Pearce dealer will be covered by the promoter. Any freight charges from the dealer location will be at the winner's expense.
- 19. The winner will be responsible for any insurance costs and delivery costs from the time the prize is taken off the dealership's premises.
- 20. If within three (3) months from the day of the first contact attempt, the winner is not able to be contacted using the details on their customer account, and/or the winner does not respond to communication attempts, then an alternate winner will be randomly selected. If needed, this alternate draw, as witnessed by an independent scrutineer, will be conducted on Monday 25th January 2021 at 35 Johnston Street Wagga Wagga, NSW 2650.
- 21. The winner of the alternate draw will be notified by phone and/or email within two days of the alternate draw; their name will be published on our website, https://www. hutcheonandpearce.com.au/ by 29th January 2021 for a period of 28 days & on the Hutcheon and Pearce Facebook page.
- 22. The prize is not transferable to another individual or for another product or service. Nor may they be exchanged for cash.
- 23. By participating in the competition, and unless otherwise advised by you, in accordance with our Privacy Policy, you consent to the information you provide to the participating Hutcheon and Pearce dealership and the promoter being entered into a database and the promoter to use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to you. You may request to access, update or correct any information by contacting the





promoter's office at the address specified below. 35 Johnston Street Wagga Wagga, NSW 2650 Phone: (02) 5924 5100

- 24. The promoter's decision is final and the promoter will not enter into correspondence regarding the competition result. The promoter reserves the right to refuse entries that do not comply with these terms and conditions or which are deemed to be invalid. The promoter also reserves the right to request additional information regarding any entry and supporting documents.
- 25. The promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical failures including any damage to an entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this competition or the downloading of any materials related to this competition.
- 26. The promoter accepts no responsibility for late, lost or misdirected entries or other communications and takes no responsibility for any entries not correctly lodged. The promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of user error or technical or telecommunications problems, including security breaches. If such problems arise, then the promoter may modify, cancel, terminate or suspend the promotion, subject to written approval by any relevant state authority, if required by applicable regulation.
- 27. Entrants are required to take full responsibility for the content of their entry and for ensuring that they comply with these Terms and Conditions and any other instructions provided by the promoter.
- 28. The promoter reserves the right to request verification of age and identity and any other information from entrants relevant to entry into or for participation in this promotion. Verification is at the discretion of the promoter whose decision is final.
- 29. The promoter reserves the right to vary these terms and conditions, and to vary, suspend, or terminate this competition, subject to written approval by any relevant state authority, if required by applicable regulation.
- 30. To the extent permitted by law, neither the promoter nor any other person or party associated with the competition shall be liable for any loss or damage whatsoever suffered (including, but not limited to, direct, indirect and/or consequential loss) or personal injury suffered or sustained in connection with either participation in the competition or with the prize offered.
- 31. This promotion may be combined with other offers. See Hutcheon and Pearce Dealer for details.
- 32. Authorised under NSW Permit No. LTPM/19/05102
- 33. If you do not wish to receive any further marketing or promotional communication from Hutcheon and Pearce, please contact us: 35 Johnston Street Wagga Wagga, NSW 2650 or phone (02) 5924 5100.



