

“TORO WATERBIRD® AND WAECO ICE PROMOTION”

TERMS AND CONDITIONS

1. Instructions on how to claim and the gifts form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents who are Farmers who own or are a director of an Australian registered farming business. Businesses who have an account with Toro Australia are not eligible to enter. Claimants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the claimant must read and consent to all Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion. Employees (and their immediate families) of the Promoter, participating dealers and agencies associated with this promotion are ineligible to enter.
3. Promotion commences on 20/6/2016 and claims close at 12.00am Midnight AEDST on 2/9/2016 (“Claim Period”).
4. Prize is one Waeco 55L Ice box valued at \$249.
5. To be eligible to claim, individuals must, during the Claim Period, purchase \$1000 worth of Waterbird® in 1 transaction from a participating dealer in NSW, SA, QLD, WA, NT, ACT & VIC.
6. To claim, individuals must complete an online entry during the Claim Period on the Toro website (www.toro.com.au/promotions) with the entrants’ proof of purchase attached. Online registrations must be received by 12.00am midnight AEDST on 2/9/2016.
7. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant’s identity, age, occupation and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim 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.
8. Incomplete or indecipherable claims will be deemed invalid.
9. Claimants must retain their original Eligible Purchase invoice 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 a claimant’s claim and forfeiture of any right to a gift.
10. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

11. The Promoter's decision is final and no correspondence will be entered into.
12. Every valid claim received will be awarded a gift dependent upon the Eligible Purchase made during the Claim Period. Gift will be awarded as follows:

One (1) Waeco 55L Ice Box, valued at \$249 for over \$1000 spent on any Waterbird® product, per person.

The Waeco 55L Ice Box, will be sent to the specified address on the online redemption form.
13. Gift is subject to the standard terms and conditions of individual gift and service providers.
14. If any claimant is under the age of 18 years, the gift will be awarded to the claimant's nominated parent or guardian.
15. If any gift (or part of any gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift of equal value and/or specification.
16. Gift, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Nothing in these Terms and Conditions limit, exclude or modify 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 State 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.
19. 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 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.

20. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and as required, to Australian regulatory authorities. Claim is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter.
21. The Promoter is Toro Australia Pty Ltd (ABN 47 001 310 443), of 53 Howards Road, Beverley SA 5009.