



Australia

TERMS AND CONDITIONS OF ENTRY FOR 'TORO TRAVEL VOUCHER COMPETITION' PROMOTION

1. These Terms and Conditions (**Terms**) relate to the 'Toro Travel Voucher Competition' promotion (**the Promotion**).
2. Information on how to enter and prize information form part of these terms and conditions of entry (**Conditions of Entry**).
3. In these Conditions of Entry, "**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in South Australia, Australia.
4. Entry in this Promotion is deemed to be acceptance of these Conditions of Entry.
5. The entrant is responsible for ensuring his or her familiarity with the Conditions of Entry 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 the Conditions of Entry generally.
6. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
7. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
8. The Promoter is Toro Australia Pty Ltd (ABN 47 001 310 443) of 53 Howards Road, Beverley, South Australia 5009 (**Promoter**).
9. A list of independent participating authorised Toro dealers for this Promotion can be found on <https://www.torocatalogue.com.au/find-a-dealer/> (**Participating Dealers**). If in doubt, an entrant may ask staff at a dealership whether or not they are participating in the Promotion.

PROMOTION PERIOD

10. The Promotion will commence at 12.00am (AEST) on 1 January 2025 and close at 11.59pm (AEST) on 31 March 2025 (**Promotion Period**).

WHO CAN ENTER

11. Entry in the Promotion is only open to "**Eligible Entrants**", being residents of Australia aged 18 years or older who remain Australian Residents for the duration of the Promotion Period, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, related bodies corporate, the independent Participating Dealers and other agencies, firms or companies associated with the Promotion (including the prize supplier);
 - (b) a spouse, ex-spouse, de-facto spouse, parent, step-parent, grandparent, guardian, uncle, aunt, niece, nephew, sibling, step-sibling, child or step-child (whether by natural or by adoption) of a person referred to in paragraph 11(a) of these Conditions of Entry; and
 - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter.

HOW TO ENTER

12. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:

- (a) Purchase a selected applicable product available from a Participating Dealer. A list of the Participating Dealers can be found on <https://www.torocatalogue.com.au/find-a-dealer/>.
- (b) Visit www.torocatalogue.com.au/summer-2025-50k-competition/ (**Promotion Entry Page**);
- (c) Fully complete and submit the online Promotion entry form (**Online Promotion Entry Form**) on the Promotion Entry Page by entering all details required by the Promoter, including but not limited to:
 - i. First name, last name, phone number, address, suburb, postcode, state and email address;
 - ii. upload an original copy of the tax invoice of the applicable product(s) purchased;
 - iii. retain your copy of proof of purchase (receipt); and
 - iv. read and accept Terms and Conditions of Entry.

(each a **Promotion Entry** and collectively referred to as, **Promotion Entries**)

13. Entries generated by script, macro, robotic, programmed or any other automated or other means to manipulate or alter the normal function of the Promotion Entry Page will result in the disqualification of the entrant and their entry.

14. Promotion entries must be received from 1 January 2025 to 6 April 2025 with valid purchases during the Promotion Period.

15. Below are the selected applicable products:

75500	75318TA	74000TA	72967
75752TA	76550TA	74050TA	72968
75742TA	76440TA	74054TA	72946
75730TA	77280	74055TA	72947
75746TA	77290	72923	74316
75745TA	77293	72922	74314
75758TA	77281TA	72921	74315
75755TA	77291TA	72960	74312
75761TA	77294TA	72961	
75750TA	74534	75766TA	
77520TA	72504		
75642	72505		
75316TA	72530		
75317TA	72524		

16. If an Eligible Entrant submits an entry:

- (a) which contains the required information, they will receive an on-screen and email notification confirming that their entry has been successfully submitted; or
- (b) which does not contain the required information, they will receive an on-screen notification that their entry is invalid.

17. Limit of one (1) submission of the Online Promotion Entry Form per person per transaction.

18. Entries with the same name or email or phone number and the same invoice will automatically be disqualified from the Promotion.

19. Entrants can only enter the Promotion in their own name.
20. Any costs associated with accessing the Promotion Entry Page are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using an internet browser.
21. Claims and entries received will be considered final by the Promoter. Incomplete, ineligible, indecipherable or incorrect entries (as determined by the Promoter in its absolute discretion) are not eligible to win.
22. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.

VERIFICATION

23. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion:
 - (a) appropriate photo identification or other documentation, proof of purchase (receipt), required by the Promoter to verify their identity, age, place of residence, eligibility to enter the Promotion and claim the Prize (if won) and compliance with these Conditions of Entry; and
 - (b) provide the source of verification via internet, phone, email, audio-visual link, in person or any other form reasonably requested by the Promoter.
24. If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter in its absolute discretion, the entry submitted by the entrant will be deemed invalid.
25. The Prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. In the event that an Eligible Entrant cannot provide suitable validation or verification, the Eligible Entrant will forfeit their right to the Prize (if won) and no substitute will be offered.

PRIZE INFORMATION, PRIZE DRAW AND WINNER NOTIFICATION

26. There are ten (10) **Prizes** to be won. The total Prize value is \$50,000, consisting of Flight Centre vouchers in the form of gift cards.
27. Each Eligible Entrant is eligible for a chance to win one (1) of the \$5,000 Flight Centre Prize Vouchers. Each \$5,000 prize is made up of 1 x \$4,000 Flight Centre gift card and 1 x \$1,000 Flight Centre gift card (**Prize Voucher**). Please read Flight Centre's Gift Card T&Cs (<https://www.flightcentre.com.au/gift-card-terms-and-conditions>).
28. A random electronic prize draw will take place at Ten Past Ten Pty Ltd, ABN 52 618 934 802 of 1/69-71 Melbourne St, North Adelaide, SA 5006 (**Draw Location**) between 9.00am and 10.00am (AEST) on 7 April 2025. Ten Past Ten will use the Electronic Drawing System provided by Trade Promotions and Lotteries PTY Ltd ACN 601 297 330, Approved under the Lotteries and Gaming Regulations 2008 Approval No: 1224.
29. The first ten (10) valid Eligible Entrants drawn in the Prize Draw will win the Prize. The Promoter may draw reserve entries in the Prize Draw and record them in order to use in the instance of an invalid entry or ineligible entrant is drawn, in accordance with these Conditions of Entry.
30. The Prize is not transferable or exchangeable and cannot be taken as cash. The prize must be taken as offered and may not be varied. Prizes cannot be used or redeemed in conjunction with any other offer.
31. The winner must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form, before the winner is awarded the Prize.
32. The Prize winner will be notified by phone, and in writing (email), by no later than 5.00pm (AEST) on 14 April 2025.
33. The prize will be delivered to the winner within 30 Business Days after 14 April 2025.

34. If the Prize is won by an Eligible Entrant and they do not claim the Prize within 90 days, or the Prize is returned to the Promoter, a replacement winner will be chosen from the reserve entries drawn on the first Business Day 90 days after the draw, being 7 July 2025 at 10.00am (AEST) at the Draw Location, 1/69-71 Melbourne St, North Adelaide, SA 5006. If there are no available reserve entries, a random electronic re-draw will be conducted on that day at the Draw Location by a representative of the Promoter from all remaining entries received in the Promotion, subject to any directions from the relevant state and/or territory gaming departments. The re-draw winner will be notified by phone, and in writing (email), on the same day the re-draw has taken place.
35. The winner's last name, first initial and postcode will be posted on the Promotion Entry Page and Toro's Facebook page within 30 days of the draw. This rule applies to both the claimed and unclaimed prize winners.

GENERAL

36. If the Promoter is unable to provide the winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value or specification to the nominated Prize, subject to any written directions given by state and/or territory gaming departments.
37. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
38. In accepting the Prize, the winner must acknowledge that the winner may incur incidental costs associated with the Prize which are the entire responsibility of the winner.
39. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.
40. The Prize winners must, if requested by the Promoter, agree to and sign:
- (a) an eligibility form confirming their compliance with the Conditions of Entry and eligibility to accept the Prize; and/or
 - (b) a liability release in a form to be determined by the Promoters at their discretion.

In the case of failure to return the signed eligibility form or release and indemnity, this will result in the disqualification of that entrant from the Promotion.

41. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win. If the Promoter suffers loss or incurs any cost in connection with any breach of this clause, or any other legal obligation by an entrant in these Conditions of Entry, the entrant agrees to indemnify the Promoter for those losses, damages and costs.
42. The:
- (a) Promoter, the Promoter's related entities, the Prize supplier and all agencies associated with the Promotion; and
 - (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 42(a),
- shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
43. The Promoter accepts no responsibility whatsoever for any tax liabilities that may arise from winning or receiving the benefit of the Prize and independent financial advice should be sought by the winner.
44. The Prize winner agrees to, at the Promoter's request, participate in any promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

45. **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 seek damages to the fullest extent permitted by law.

INTELLECTUAL PROPERTY & PERSONAL INFORMATION

46. For the purposes of these Conditions of Entry, intellectual property rights mean all present and future rights anywhere in the world including, but not limited to, rights in respect of copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar commercial, industrial and intellectual property rights, whether registered or not (**Intellectual Property Rights**).
47. An entry and any copyright subsisting in an entry irrevocably becomes, immediately at the time of submission, the property of the Promoter. All rights, title and interest, including in all Intellectual Property Rights, in all of the entries and in the Promoter's brands, logos, trading names and products will remain or be vested in the Promoter.
48. Participation in the Promotion by an entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any of the Promoter's brands, logos, trading names and products.
49. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion and contacting the winner.

LIABILITY

50. You have certain rights under the Australian Consumer Law, as well as any other implied warranties under any similar consumer protection laws in the States and Territories of Australia. Nothing in these Conditions of Entry limits, excludes or modifies the statutory consumer guarantees granted under the Australian Consumer Law, as well as any other consumer protection laws in the States and Territories of Australia. To the maximum extent permitted by law, the Promoter (including its officers, employees and agents) excludes all liability, for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, or consequential, arising in any way out of the Promotion.
51. If the Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter or the Participating Dealers, including because of disease, fraud, epidemic, pandemic, war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, tampering, bugs, unauthorised intervention, technical failures or any other event which may corrupt or affect the security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to state and/or territory regulations, including cancelling, terminating, modifying or suspending the Promotion.

PRIVACY POLICY

52. The Promoter collects personal information in order to conduct the Promotion and may disclose this personal information 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 the provision of this personal information.
53. Entrants may view the Promoter's Privacy Policy at <https://www.torocatalogue.com.au/>.
54. The Privacy Policy details how a privacy complaint can be made.
55. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012).

GOVERNING LAW

56. The Promotion and these Terms and Conditions of Entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

Lottery licenses: NSW permit: TP/04005, SA permit: T24/2156, ACT permit: TP 24/02817.1