

TERMS AND CONDITIONS FOR GAME OF SKILL

Promoter	Linde Material Handling Pty Ltd ABN: 62 000 768 776 5 Distillers Place, Huntingwood NSW, 2148, Australia (Linde)
Promotion	Linde Material Handling Mt15 & EP15 Giveaway
Promotion Period	01-30 June 2024
Eligible States/Territories	Australia
Entrants	<p>To be eligible to enter in the Promotion, the applicant must:</p> <ol style="list-style-type: none"> 1. be a solvent entity which holds and enters the Promotion using an active Australian Business Number (ABN) for the duration of the Promotion; 2. enter no more than one submission into the Promotion per ABN 3. have an active LinkedIn account (Applicant LinkedIn Account) and follow Linde's LinkedIn account at: https://www.linkedin.com/company/lindemhau/; 4. abide by the Terms and Conditions of this promotion; 5. complete and submit an entry via the LinkedIn advertisement form sponsored by Linde Material Handling Australia's LinkedIn company profile visible only on LinkedIn (Entry) 6. Entry to the Promotion is open to businesses in all eligible states/territories who fulfill the Entry conditions. 7. Entry into the Promotion is deemed to be acceptance of these Terms and Conditions of Entry and Linde's Privacy Policy. All details and instructions form part of the terms and conditions of the Promotion. 8. This Promotion is subject to the above conditions remaining open and being kept in good standing for the duration of the Promotional Period and until you receive the prize (if applicable). 9. If any of the Entry conditions is in any way cancelled or varied in any manner, the Promoter reserves the right to disqualify an initially eligible Entry.
Prizes	<p>Winner of the Promotion is offered the choice of claiming one unit of either:</p> <p>1 x Linde MT15 Forklift (RRP \$3,990) excl. GST; or</p> <p>1 x Linde EP15 Forklift (RRP \$2,490)</p>
Total number of prizes	1 unit

Total Prize Value	Total prize pool (excluding GST): up to RRP value of \$3,990. Any prize values are recommended retail values only. Winners accept prizes 'as is' and acknowledge that the Promoter is not responsible for any differences regarding the prize's value, quality, or condition to the maximum extent allowed by law. All participants enter the Promotion with the understanding that the prize values are subject to change and that the Promoter will not be held liable for any such variations.
Limit	One (1) Entry per ABN.
Judging Criteria	Originality and insightfulness of Entry.
Prize Determination	Between 09:00 and 17:00 AEST on 05 July 2024.
Notification	By email to the email address provided in the submission of an eligible entry on 08 July 2024.
Claim Period	Within two (2) weeks from the date of Notification.
Prize Conditions	<ol style="list-style-type: none"> 1. In order to receive the Prize, the Winner must have provided the Promoter with a valid email address at Entry. 2. The Winner's details not limited to name/email address will be provided to the Promoter directly to fulfil the prize draw, in accordance with these Terms and Conditions. 3. The Prize may take up to four (4) weeks to be sent to the Winner.
Social Media Conditions:	<ol style="list-style-type: none"> 1. This Promotion will be promoted through third-party websites such as LinkedIn. 2. By entering this Promotion, Entrants may be subject to terms and conditions of third-party websites such as LinkedIn. 3. This Promotion is in no way sponsored, endorsed or administered by, or associated with LinkedIn. Entrants understand that they are providing their information to the Promoter and LinkedIn. 4. Entrants are solely responsible and liable for the content of their Entries and any other information they transmit to other Internet users.

1. General

- 1.1 The promoter of the Promotion is the Promoter.
- 1.2 By entering this Promotion, Entrants agree to be bound by these Terms and Conditions. Information on how to enter and prizes form part of these Terms and Conditions.

2. Eligibility

- 2.1 Entry is open only to the Entrants.
- 2.2 This Promotion will be conducted during the Promotion Period. Entries must be received by the Promoter during the Promotion Period. Entries received after the Promotion Period will not count as an eligible entry in the Promotion. The Promoter is not responsible for any late, lost, incomplete, or misdirected entries.
- 2.3 Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers are ineligible to enter. Immediate family means any of the following: spouse, ex-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. Entry

- 3.1 To enter this Promotion, Entrants must complete the Entry, subject to the Limit.
- 3.2 Entry to this Promotion via the Entry form is free.
- 3.3 Entrants must personally and manually submit an Entry using an internet browser. The Promoter reserves the right to reject an Entry if it reasonably forms the opinion that an Entry has been created and/or submitted using automated entry means or a computer entry service.
- 3.4 To be eligible to win a prize in this Promotion, an Entry must not:
 - (a) infringe the intellectual property or other rights of a third party;
 - (b) be incomplete or illegible; or
 - (c) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.
- 3.5 The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

4. Judging

- 4.1 This Promotion is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually on their merits based on the Judging Criteria.
- 4.2 Judging will take place at the Prize Determination. Entries will be judged by a panel of judges appointed by the Promoter.
- 4.3 The Entrant who submits the best Entry (as determined by the judges at their sole discretion) will win the Prize(s) (**Winner**). The judges' decision is final, and the Promoter will not enter into correspondence regarding the result.

5. Winners

- 5.1 The Winner will be notified in accordance with the Notification.
- 5.2 The Winner must claim the Prize within the Claim Period. The Promoter will not be responsible for any delay, loss or damage to the Prize once it has left the Promoter's or supplier's premises.
- 5.3 If the Winner is unable to comply with these Terms and Conditions and/or does not claim the Prize within the Claim Period, the Promoter reserves the right to award the Prize to the Entrant with the next best Entry (**Unclaimed Prize Winner**), as determined by the judges at the Unclaimed Prize Determination.

6. Prizes

- 6.1 The prize consists of the Prize, with an approximate RRP value at the Total Prize Value.
- 6.2 Any prize is valued in Australian dollars unless expressly stated to the contrary
- 6.3 The Winner's use of the Prize is subject to:
- (a) the Prize Conditions; and
 - (b) additional terms and conditions imposed by the supplier(s) of the Prize (if any), with which the Winner must comply.
- 6.4 The Prize is not transferable and not redeemable for cash or other goods or services. The Prize must be taken as a whole and as stated in these Terms and Conditions. No alternative will be provided and no compensation will be payable if the Winner is unable to use the Prize as such.
- 6.5 The value of the Prizes is the recommended retail price as provided by the supplier (inclusive of GST) and is correct as at the start of the Promotion.
- 6.6 If the Prize becomes unavailable for any reason, the Promoter, in its sole discretion, reserves the right to substitute the Prize with a prize of equal or greater value and/or specification.
- 6.7 The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.

7. Liability and Applicable Law

- 7.1 To the greatest extent permitted by law, the Promoter excludes all warranties,

representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

- 7.2 If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
- 7.3 Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
- 7.4 These Terms and Conditions are governed by the laws of New South Wales, Australia. In case of a dispute, the courts of New South Wales, Australia will have non-exclusive jurisdiction.
- 7.5 To the fullest extent permitted by law, the Promoter, its related bodies corporate involved in this Promotion assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.

8. Your information

- 8.1 If an Entrant's contact details changes between the date of entry and the Unclaimed Prize Determination, the Entrant must notify the Promoter of his/her updated contact details.
- 8.2 The Promoter is bound by the *Privacy Act 1988* (Cth). Entrants' personal information will be collected by or on behalf of the Promoter to enable it to conduct the Promotion, publicise the name of the Winners and where Entrants have consented to the receipt of such information, send Entrants marketing, advertising and promotional material.
- 8.3 Entrants' personal information may be disclosed to third parties who assist the Promoter in conducting this Promotion, including regulatory authorities, entities which supply and deliver the Prizes to the Winners, and marketing and communications agencies.
- 8.4 The Winners' names will be published and retained as required by relevant legislation and as specified in these Terms and Conditions.
- 8.5 Entrants can contact the Promoter by email at christine.nolland@kiongroup.com to request access to, or corrections of, the Entrant's personal information held by the Promoter.

- 8.6 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
- 8.7 All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
- 8.8 The Winner consents to the Promoter's use of the Winner's name, likeness, image, picture, voice, statements, testimonials or quotations for promotional, marketing and publicity purposes in any media worldwide, without any fee being paid to the Winner.
- 8.9 Entrants agree to the Promoter using the personal information provided in connection with this Promotion and the information available on the entrant's social media profiles for the purposes of facilitating the Promotion and awarding any prizes, including involving third parties and relevant authorities. In addition to any uses outlined in the Promoter's Privacy Policy, the Promoter and third parties may, for an indefinite period unless otherwise advised, use the information available on the entrant's social media profiles for promotional, marketing, public statements, advertising the promotion, research, and profiling purposes, including sending electronic messages or calling the entrant.