

Heatcraft Pty Ltd
Race in 2 Win Promotion
Terms and Conditions

1. The Promoter is Heatcraft Australia Pty Ltd, ABN 67 000 056 717, 286 Horsley Road, Milperra, NSW, 2214. Telephone 13 23 50.
2. Information on how to enter & prizes form part of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid. Participation in this promotion is deemed to be acceptance of these Terms and Conditions.
3. Entry is only open to individuals who reside in Australia and are account customers of Heatcraft Australia Pty Ltd.
4. Employees of the Promoter, the Promoter's associated companies, competitors, the Promoter's agencies associated with this promotion and each of their immediate families (i.e. spouse, parent, child or sibling) are ineligible to enter.
5. The promotion commences at 7.00am Australian Eastern Standard Time (AEST) on 7 August 2017 and closes at 5.00pm AEST on 28 October 2017 (Promotional Period).
6. To receive one (1) instant win scratch card, account holders must spend a minimum of \$200 on one invoice at any Heatcraft branch, while stocks last, during the Promotional Period. To receive two (2) instant win scratch cards, account holders must spend a minimum of \$400 on one invoice at any Heatcraft branch, while stocks last, during the Promotional Period. A maximum of two instant win scratch cards will be issued per customer, per visit.
7. New Heatcraft customers will receive one (1) free entry into the draw if an account is opened during the Promotional Period.
8. Each instant win scratch card will have nine latex field(s). For a chance to win instantly, individuals must scratch only three latex fields and reveal three matching symbols to win the corresponding prize. More than three (3) scratched latex fields voids the card.
9. To claim, entrants present their winning card at their local Heatcraft branch for verification and prize distribution.
10. The instant win prize pool consists of:

Item	Quantity	Retail Value	Total Value
Cadbury Chocolates	2000	\$2.00	\$4,000.00
Stubby Coolers	2000	\$5.99	\$11,980.00
Restricted National Adult Cinema Voucher	2000	\$16.50	\$33,000.00
Wireless Headphones	20	\$99.00	\$1,980.00
Restricted Hoyts Lux Gift Pass	60	\$33.00	\$1,980.00
\$20 Heatcraft Voucher	280	\$20.00	\$5,600.00
Total Instant Win Value			\$58,540.00

11. At the end of the promotion all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been exceeded. Printing errors or other

quality control matters outside the control of individual players will not be used as the sole basis for refusing to award a prize.”

12. For automatic entry to the Major Prize Draw, account holders must spend a minimum of \$400 in any Heatcraft branch during the promotional period.
13. At the end of the promotion, a CSV of all eligible entrants will be downloaded and sent to Heatcraft Australia Pty Ltd and a manual draw will be conducted from this database to determine the winner.
14. The Major Prize Draw will take place at Heatcraft Australia Pty Ltd, 286 Horsley Road, Milperra, NSW, 2214 at 12.00pm AEST on 31 October 2017 and the Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible Entrant is drawn.
15. The Major Prize Winner will be notified in writing and via a phone call by 2 November 2017. The name and postcode of the winner will be published at www.heatcraft.com.au on or before 2 November 2017.
16. The first valid entry drawn in the Major Prize Draw will win two (2) Coates Hire Corporate Suite tickets at the Newcastle 500 Supercars Championship and the chance to play for \$250,000. The prize will include two (2) nights' accommodation at a minimum four star hotel selected by the Promoter in Newcastle from 24th – 26th November 2017, and two (2) return economy flights, if required, from the winner's nearest major airport to Newcastle.
17. Spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken by 24 November 2017 and is subject to booking and flight availability. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winners may be required to present their credit card at time of accommodation check in.
18. The chance to win \$250,000 cash contingency game will take place at 9.00 am on 24 November 2017 at Heatcraft Newcastle, 14 Kings Road, New Lambton, 2305.
19. There will be one (1) sealed tamper proof envelope on display containing a single number between 1 and 200 (the “**Winning Number**”) at the start of the Game. The Contestant must provide the Promoter with a single number between 1 and 200 that will be written down by the Promoter (the “**Contestant's Chosen Number**”). The Promoter will then open the sealed envelope to reveal the Winning Number. The Contestant must not touch, handle or interfere in any way with the game materials on display including the sealed envelope or their Chosen Number. If the Contestant is found to have breached this condition, he/she will be disqualified. If the Contestant's Chosen Number is the same as the Winning Number, then, subject to verification by the judges, the Contestant will win the \$250,000, payable via EFT within 60 days. If the Attendee's Chosen Number is not the same as the Winning Number, then the Major Prize will not be given away and, subject to verification by the judges, the drawn Participant will win the consolation prize of \$1,000 (which will be awarded as a cheque made payable in the Participant's name).
20. The drawn Participant's odds of winning the Major Prize are 1 in 200. The odds of being drawn as a Participant may be significantly higher than the odds of the drawn Participant winning the major prize, and will depend upon the number of entries received.

21. The major prize is valued at a total of up to \$9,000. Total national prize pool value is up to \$317,540.
22. A total of 75,000 instant win scratch cards will be produced for this promotion.
23. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the Major Prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
24. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
26. If any prize(s) in any State/Territory Group remain unclaimed, the Promoter may conduct an unclaimed prize draw(s) on 31 January 2018 at the same time and place as the original draw in order to distribute any such prize(s), subject to any written directions given by a relevant lotteries or gaming authority. Winner(s), if any, of an unclaimed prize will be notified in writing and phone call within two (2) business days of the draw.
27. Entrants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
28. 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, prize suppliers and, as required, to Australian regulatory authorities. Entry 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 Entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter. All personal details will be held and used in accordance with the Privacy Policy of the Promoter available at http://www.heatcraft.com.au/privacy_policy. The Privacy Policy also contains information about how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose Entrants' personal information to any entity outside of Australia.
29. The Promoter reserves the right to verify the validity of entries (including an Entrant's name and address) at any time and to disqualify any entry that is not in accordance with these Terms and Conditions. Any Entrant who tampers with the entry process, including but not limited to engaging in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion will also be disqualified. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
30. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of that Entrant.
31. The Promoter's decision is final and no correspondence will be entered into.

32. If for any reason this Promotion is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the Promotion. The Promoter may in its sole discretion disqualify any Entrant that tampers with the entry process.
33. Entries are deemed to be received at the time of purchase, as recorded by the Promoter. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an Entrant, or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to the Entrant related to or resulting from participation or sending or receiving of any communication in this Promotion.
34. 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**"). 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.
35. As a condition of accepting a prize, each winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
36. 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 entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner; or (f) use, taking of and/or participation in a prize.

Authorised under permit numbers;

NSW Permit No. LTPS/17/15996

ACT Permit No. TP17/01311

SA Permit No. T17/1232