

“MYRYOBI CONSUMER” PROMOTION No. 2

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.
4. Entries into the promotion open on 02/09/2018 and close at 9:00am AEDST on 12/10/2018 (“**Promotional Period**”).
5. To be eligible to enter, individuals must undertake the following steps during the Promotional Period:
 - Visit www.ryobi.com.au and follow the prompts to the promotion entry page;
 - Input the requested details including first name, last name and valid email address;
 - Complete the questionnaire in full, which includes answering the two (2) questions provided on a scale of 0 – 10; and
 - Submit the fully completed entry form.
6. Only one (1) entry is permitted per person.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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 the entrant.
10. There will be six (6) draws conducted for this promotion. Entries close for each draw at 9:00am on the dates specified in the table below. Draws will be conducted at 4:30pm on the dates specified in the table below (all times AEST/AEDST as it applies in VIC). All draws will take place at Techtronic Industries Australia, 31 Gilby Road, Mount Waverley VIC 3149. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Entries in each draw will NOT be entered into any subsequent draws. Winners will be notified

in writing within two (2) business days of the draw and published at <http://www.ryobi.com.au/winners> from the dates specified in the table below.

Draw	Entries close	Draw date	Publication date
1	07/09/2018	07/09/2018	21/09/2018
2	14/09/2018	14/09/2018	28/09/2018
3	21/09/2018	21/09/2018	05/10/2018
4	28/09/2018	01/10/2018	12/10/2018
5	05/10/2018	05/10/2018	19/10/2018
6	12/10/2018	12/10/2018	26/10/2018

11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn in each draw will win their choice of Ryobi product/s to the value of \$1,000. A list of the full range of Ryobi products is available at <https://www.ryobi.com.au/>
13. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a 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.
14. 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.
15. Total prize pool value is \$6,000.
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
17. A draw for any unclaimed prizes may take place on 15/01/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at <http://www.ryobi.com.au/winners> from 29/01/2019.
18. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.
19. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

21. 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.
22. 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 entrant; or (f) use of a prize.
23. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://ryobi.com.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, 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. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
24. The Promoter is Techtronic Industries Australia Pty Limited (ABN 98 002 277 509) of 31 Gilby Road, Mount Waverley VIC 3149, telephone 1300 361 505.

NSW Permit No. LTPS/18/27573 ACT Permit No. TP18/01677 SA Permit No. T18/1534