

GORILLA DASH CAM 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. The promoter is Hartman Group (ABN 67 069 587 695) of 1 Federation Way, Moorabbin Airport, Vic, 3194. (“**Promoter**”).
3. Claims are only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Participating Stores (as defined below) and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Promotion commences for purchases at 12:01am AEST on 23/05/23 and ends for purchases at 11:59pm AEST on 30/06/23 (“**Purchase Period**”). Claims open at 12:01am AEST on 23/05/23 and close at 11:59pm AEST on 30/06/23 (“**Claim Period**”).
6. To be eligible to claim, claimants must complete the following steps:
 - a) Purchase, in a single transaction, \$300 or more on any Gorilla Ladder from a Participating Store during the Purchase Period (“**Qualifying Purchase**”). and then;
 - b) Visit www.gorillapromo.com.au, follow the prompts and input the requested details (including but not limited to their full name, date of birth, email address, telephone number, mobile number, full street address and Participating Store where the Qualifying Purchase was made), upload a copy of their purchase receipt(s) for the Qualifying Purchase(s) to the claim form, and submit the fully completed claim form so it is received during the Claim Period. In the event a purchase receipt is not automatically provided to the claimants by a member of staff at the time of making their Qualifying Transaction, it is the claimant’s responsibility to request such material.
7. A participating store is any Total Tools, Bunnings (Powerpass Customers Only) & Sydney Tools retailer nationally that displays advertising material for this promotion (each a “**Participating Store**”).
8. Every valid claim received related to a Qualifying Purchase of an Eligible Purchase/s will be awarded a gift of a Gorilla branded Dash Camera (“**Gift**”).
9. Successful claimants will be notified by email.
10. Gifts will be delivered to the residential address of the claimant as specified on the claim form. Delivery of the gift can take up to eight (8) weeks from the date a claim is verified and approved as valid. Where a gift is delivered to a claimant’s residential address, claimant’s must be home to take delivery. The Promoter will make one (1) attempt to deliver the gift and if after one (1) failed attempt to deliver a gift to the claimant’s residential address, the gift will be delivered to the claimant with authority to leave the gift at the claimant’s residential address.
11. Incomplete or indecipherable claims will be deemed invalid. Claims relating to cancelled or returned purchases will also be invalid.

12. Multiple claims permitted, subject to the following: (a) only one (1) claim is permitted per Qualifying Purchase; and (b) each claim must be submitted separately and in accordance with claim requirements.

13. Claimants must provide a digital copy of the original invoice/receipt from the store of purchase with their online redemption claim form to verify their claim in the promotion. The invoice/receipt must specify the store of purchase, the invoice/receipt number, the Eligible Purchase/s purchased and that the purchase was made during the Purchase Period but prior to submitting the claim. Failure by a claimant to upload an eligible invoice/receipt for each claim, may in the absolute discretion of the Promoter, result in invalidation of all of the claimant's claims and forfeiture of any right to a gift.

14. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.

15. 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.

16. The Promoter's decision is final and no correspondence will be entered into.

17. If for any reason a claimant does not take a gift at/by the time stipulated by the Promoter, then the gift will be forfeited.

18. If 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 to the equal value and/or specification.

19. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.

21. 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, pandemic, 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.

22. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.

23. 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.

24. 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) taking/use of a gift.

25. The Promoter and its officers, employees, related bodies corporate and agents will not be responsible for any incorrect, inaccurate or incomplete information received or not received in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the Promoter's reasonable control including but not limited to technical malfunctions or failures.

26. All claims become the property of the Promoter. The Promoter collects personal information about claimants to enable claimants to participate in this promotion. If personal information is not provided, the claimant may not participate in this promotion. By submitting a claim for this promotion, claimants agree that: (i) the Promoter may disclose their personal information provided to third parties, including but not limited to agents, contractors, its related bodies corporate, service providers, and gift suppliers and if required, to Australian regulatory authorities; and (ii) the Promoter and its related bodies corporate 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 claimants. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at www.gorillapromo.com.au. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their personal information, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.