

“GORILLA HARLEY DAVIDSON PROMOTION

TERMS AND CONDITIONS

Promotion Name	Gorilla Ladders Harley Davidson Independent Promotion
Promoter	The Promoter is Hartman Group (ABN 67 069 587 695) of 1 Federation Way, Moorabbin Airport, Vic, 3194.
Promotion Type	Game of Chance
Promotion Period	The Promotion will commence at 12.00am AEST on the 01/07/21 and close at 11.59pm AEST on 30/09/21
Entry restrictions	<p>This promotion is only open to residents of Australia aged 18 years and over for purchases made in Australia. Employees (and their Immediate Families) of the Promoter, of Participating Stores or any of their respective parent companies, subsidiaries or affiliated companies, or any 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, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter). The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion.</p>
How to enter	<p>To be eligible to enter, individuals must purchase, in a single transaction, any Gorilla branded ladder, scaffold, safety steps or work platform (excluding accessories) from a participating HBT – Hardware and Builders Traders Group CSS- Construction supply specialists, AIS- Australian Industrial Supplies, CSR/GYPROCK, Synergy Group, Natbuild,C&L,Heatleys safety & Industrial Tools centre, or Bianco stores Australia wide during the promotional period.</p> <p>Participating Stores will display promotional materials. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.</p> <p>To enter, individuals must complete the following steps during the Promotional Period:</p> <p>To enter, individuals must visit www.gorillapromo.com.au and input the requested details including full name, email address, mobile phone number, state in which the entrant resides and store group and submit the fully completed online entry form.</p>
Prize draw: Major Prize	<p>One (1) prize winner will be randomly drawn by computer from all valid entries received during the Promotional Period. The prize draw will take place at SL Interactive, 1/22 Buchanan Rd, Brooklyn, Victoria, 3012 on 08/10/21 at 2pm AEST.</p> <p>The first valid entry randomly drawn from all valid entries received up to the time of the relevant draw will win the opportunity to play a contingency game (the “Game”) for the chance to win a 2021 Harley Davidson Forty-Eight Motor Cycle, valued at up to \$19,995AUD. (“Major Prize”).</p> <p>Total prize value of the Motorcycle includes 1 year/12-month registration, stamp duty and dealer delivery charges (which may vary from State to State). Insurance, options, petrol and all other ancillary costs are the responsibility of</p>

	<p>the winner. The colour of the motorcycle will be at the discretion of the promoter. The winner must collect the prize from their nearest authorised Harley Davidson dealership. If the winner is, through any legal incapacity or otherwise, unable to register the motorcycle in their own name, then the winner may assign the motorcycle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the Motorcycle is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.</p>
<p>Contingency Game</p>	<p>The prize winner of the Game (“Participant”) must respond to the winner notification (and validate their entry) no later than 12:00PM AEDST on 22/10/21 in order to attend the Game. If the Participant cannot attend the Game, the Participant may appoint a proxy over 18 years of age to play the Game on their behalf provided the Participant gives the Promoter written, signed notice to that effect before the start of the Game. If the Promoter has not been able to contact the Participant before the start of the Game, a representative of the Promoter will play the Game on the Participant’s behalf.</p> <p>The Game will take place at the participating store where the Participant made the Eligible Transaction at 11:00AM AEDST on 05/11/21. All costs associated with attending the Game are the sole responsibility of the Participant. In the event that participating store is unable to accommodate the Game for any reason or travel is restricted in the Participant’s State/Territory due to any COVID-19-related public health orders, The Game’ will take place at the Promoter’s office at 1 Federation Way, Moorabbin Airport, Vic, 3194, where the Participant will participate in the Game via Zoom video call whereby they will select one (1) envelope from each Group of envelopes and a representative of the Promoter will select / handle the winners selected envelope on their behalf.</p> <p>There will be a total of seventeen (17) envelopes divided into three (3) groups (each a “Group”). Each envelope will be numbered 1 to 3 according to its Group. Group 1 will consist of two (2) envelopes; Group 2 will consist of five (5) envelopes; and Group 3 will consist of ten (10) envelopes. One (1) envelope from each Group will contain a promotional message representing the Major Prize. The other envelopes in each Group will each contain an envelope with a promotional message representing \$1,000 (“Consolation Prize”). The Participant/proxy/representative (“Attendee”) must choose only one (1) envelope from each Group (for a total of three (3) envelopes) without touching, handling or interfering in any way with any of the other envelopes on display. If each envelope selected by the Attendee contains the promotional message representing the Major Prize, then, subject to verification by the independent scrutineer, the Participant will win the Major Prize. If the Attendee selects a envelope containing a promotional message representing a Consolation Prize, then the Major Prize will not be given away and, subject to verification by the by the independent scrutineer, the Participant will win \$1,000.</p> <p>The Participant’s odds of winning the Major Prize are 1 in 100. The odds of</p>

	<p>winning the instant prize to be a Participant may be significantly higher than the odds of the Participant winning the Major Prize and will depend upon the number of entries received.</p> <p>The Consolation Prize will be paid directly into the winner's bank account via direct debit</p>
Total Prize Pool	Up to \$19,995AUD
Notification	Winner will be notified by phone and email within 2 business days of the applicable draw and their name will be published on http://www.gorillapromo.com.au on 15/10/21.
Unclaimed Prize Draw	If required, an Unclaimed Prize Draw will take place on 28/01/21 11:00AM AEDST at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, will be notified by phone and email within two (2) business days of the draw and their names will be published on www.gorillapromo.com.au on the 04/02/21. For removal of doubt, in the event of an unclaimed prize draw, the Game will still take place on 05/11/21, however a representative of the Promoter will play the Game on the Participant's behalf, and the drawn unclaimed prize draw winner will win the prize determined as a result of the Game.
Entry limits	Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Eligible Transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.
Additional terms and Verification Requirements:	<p>Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotion Period but prior to entry.</p> <p>The Prize(s) and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash. If any prize (or an element 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 equivalent value and/or specification. subject to the approval of any relevant authority.</p>
Permit Numbers	NSW Authority No: TP/00906/; ACT Permit No: TP21/00640; SA Licence No:T21/594

1. Information on how to enter the Gorilla Ladders Harley Davidson Independent Promotion and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions 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 these Terms and Conditions generally.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by

the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).

5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. 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 without limitation war, terrorism, state of emergency, pandemic or any other kind of disaster), the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Gorilla Ladders Harley Davidson Independent Promotion as appropriate and subject to any written directions from a relevant regulatory authority.
7. An entrant's entry must not include any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
8. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
9. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
10. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize. Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the promotion subject to approval from any relevant authority.
11. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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. 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.
12. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
13. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
14. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

15. Subject to the unclaimed prize draw clause, if for any reason the 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.
16. 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.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) 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.
19. The Promoter may communicate or advertise this promotion using Facebook. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
20. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
21. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
24. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this promotion. Entrants also irrevocably 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.
25. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested, they will not be able to enter the Promotion.

26. 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 refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
27. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the Promoter's privacy policy can be viewed at www.gorillapromo.com.au. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.