

Mitre 10 Spring 2010 \$20.00 Gift Card Cash Back Promotion

HOW TO QUALIFY:

To be eligible, simply purchase any eligible identified Yates, Fiskars, Cyclone or Gard&Grow product from Mitre 10 to the value of \$60.00 or more between the period 15/09/2010 - 26/09/2010 in Queensland, WA and NSW and 29/09/10 – 17/10/10 in other states and then complete the redemption form available at the sales counter in store, ensuring you fill out all fields including your name, address, daytime telephone number, email address and purchased product's details including receipt number or a copy of the original receipt which will be returned to you with your redemption. Successful redemption will be limited to the first 4,500 entries received nationally. Redemptions are limited in numbers by state: NSW: 900 redemptions. VIC/TAS: 1,350 redemptions. QLD: 1305 redemptions. SA/NT: 585 redemptions. WA: 360 redemptions (State Limits).

Promotion closes 11.59pm AEST 17/10/2010.

CONDITIONS OF PROMOTION:

1. Eligibility instructions and information on the **Mitre 10 Spring 2010 \$20.00 Gift Card Cash Back** "Promotion" form part of these Conditions of Promotion. By participating, entrants agree to be bound by these Conditions of Promotion.
2. The Promotion is open to Australian residents, other than employees and their immediate families of the Promoter, participating Mitre 10 stores, and their related companies and agencies associated with this Promotion. "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 first cousin.
3. Promotion commences 12.00am 15/09/2010 and ends 11.59pm AEST 17/10/2010 (the "Promotion Period"), and all qualifying purchases must be made during this time. Entries **MUST** be received by 11.59pm (AEST) on 25/10/2010. No entries will be accepted outside these times. Successful entrants will be limited to the first 4,500 entries received within State Limits identified above.
4. Entrants must purchase their participating products during the Promotion Period for their entry to be valid. Lay-by purchases must be fully paid for and collected by the end of the Promotion Period to qualify.
5. Entrants may enter as many times as they like provided that each entry is with respect to the purchase of a separate product purchased each to the value of \$60 or more during the Promotion

Period. Each entry must be submitted separately and in accordance with entry requirements.

6. Entrants must retain a copy of their purchase receipt(s) for **all** entries as proof of purchase. The purchase receipt must be sent to Mitre 10 in accordance with the redemption instructions. Failure to produce the proof of purchase for all entries will result in invalidation of ALL of an entrant's entries and forfeiture of any right to a gift card. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotion Period but prior to entry.
7. 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.
8. There are 4,500 Mitre 10 gift cards available for redemption in this promotion. This 4,500 is limited by state to: NSW: 900 redemptions. VIC/TAS: 1,350 redemptions. QLD: 1305 redemptions. SA/NT: 585 redemptions. WA: 360 redemptions. Once this amount has been exhausted no further gift cards will be available.
9. The Promoter accepts no responsibility for late, lost or misdirected entries. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process or who submits an invalid entry. An entry is invalid if not validated, illegible or incomplete or not submitted in accordance with these Conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Promoter's decisions are final, and no correspondence will be entered into.
11. 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, economic 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 gift card 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 card value to that stated in these Terms and Conditions; (e) use of a gift card.
12. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the internet user or for any of the equipment or programming associated with or utilised in this

competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

13. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any web site, or any combination thereof, (including but not limited to) any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition.
14. In the event of war, terrorism, state of emergency or disaster, or 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, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to any written directions from the various lottery Departments.
15. The Promoter collects entrants' personal information in order to conduct the Promotion. If the information requested is not provided, the entrant may not participate in the Promotion. By entering the Promotion, unless otherwise advised, each entrant also agrees that the Promoter may use their personal information, or disclose it to other organisations that may use it, for an indefinite period, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages and telephoning the entrant. Entrants' personal information may be disclosed to State and Territory Lottery agencies and names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter at its address set out below. If an entrant does not truthfully provide all requested personal information, the Promoter may determine, in its absolute discretion, that they are not eligible for a gift card.
16. The Promoter accepts no responsibility for any tax implications that may arise from the gift card offer. Independent financial advice should be sought.
17. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event that they are a winner (incl. photograph, file, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

18. Gift cards, and any unused portions of a gift card, are not transferable or exchangeable and cannot be taken as cash. The Promoter accepts no responsibility for any variation in the value of any gift card. The terms applicable to Mitre 10 giftcards can be found on Mitre 10's website at www.mitre10.com.au.
19. The Promoter reserves the right to request winners to provide proof of age, identity and residency at the nominated gift card delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
20. The Promoter is Mitre 10 Australia Pty Ltd of 12 Dansu Court, Hallam VIC 3803 (ABN 98 009 713 704)