

**“WIN WITH MITRE 10 AT THE MELBOURNE FLOWER SHOW”  
PROMOTION 2009**

**HOW TO ENTER**

1. To be eligible to enter, individuals must either.
  - a. complete the official entry form available at the Mitre 10 stand at the 2009 Melbourne International Flower and Garden Show including their first name, surname, home telephone number, mobile number, home address and email address and place in the entry box provided at the show between 9.00am AEDST 01/04/09 and 5:00pm AEST on 05/04/09;

OR

- b. purchase any item listed in the Mitre 10 April Easter catalogue between the 1/4/09 & and close of business on 19/4/09, or any item listed in the Mitre 10 Autumn Garden Catalogue between the 1/4/09 & close of business on 14/4/09, and visit [www.mitre10.com.au](http://www.mitre10.com.au), follow the prompts to the competition entry page, input the requested details including first name, surname, home telephone number, mobile number, home address, email address, receipt number, purchase date and store of purchase and submit the fully completed entry form by 11:30pm AEST on 19/04/09.

**Entries submitted at the Melbourne International Flower and Garden Show close at 5:00pm AEDST on 05/04/09 and online entries close at 11:30pm AEST on 19/04/09. Entry is only open to Australian residents who are eligible to travel between 19/05/09 and 23/05/09.**

**TERMS AND CONDITIONS**

1. Information on how to enter and 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 who are eligible to travel between 19/05/09 and 23/05/09.
3. Employees (and their immediate families) of the Promoter, Mitre 10 stores 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 1<sup>st</sup> cousin.

4. 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.
5. Incomplete, indecipherable, or illegible entries will be deemed invalid.
6. Limit one (1) entry per person who enters at the 2009 Melbourne International Flower and Garden Show.
7. In the case of entrants who gain an entry by making a qualifying purchase, multiple entries are permitted, subject to the following: (a) only one entry permitted per specified purchase requirement; or (b) each entry must be submitted separately and in accordance with entry requirements.
8. Entrants who enter on the basis that they have made a qualifying purchase 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 promotional period but prior to entry.
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. Promotion commences on 1/04/09. Entries submitted at the Melbourne International Flower and Garden Show close at 5:00pm AEDST on 05/04/09 and online entries close at 11:30pm AEST on 19/04/09. The draw will take place at Zirkus Marketing, 23/1253 Nepean Highway VIC 3192 on 21/04/09 at 3:00pm AEST.
11. Winners will be notified by mail and winners' names will be published in The Australian on 24/04/09.
12. The Promoter's decision is final and no correspondence will be entered into.
13. **Prize Pool:** The first valid entry drawn will win a trip for two (2) people to London, Great Britain. Package consists of:
  - i. return economy airfares from the winner's nearest capital city to London;
  - ii. 2 x admission tickets to the RHS Chelsea Flower for Thursday the 21/05/08;
  - iii. 5 nights twin share accommodation at the Millennium Gloucester Hotel, UK;
  - iv. Return airport-hotel transfers in London.

Prize is valued at up to \$10,200 depending on point of departure. **Prize MUST be taken to coincide with the RHS Chelsea Flower Show which is held from 19/5/09 until the 23/05/09.**

The next valid entry drawn will win a trip for two (2) people to Auckland, New Zealand. Package consists of:

- i. return economy airfares from the winner's nearest capital city to Auckland;
- ii. admission tickets to the Auckland Flower Show;
- iii. 4 nights twin share accommodation in a 4 star hotel;
- iv. Return airport–hotel transfers in Auckland.

Prize is valued at up to \$3,260 depending on point of departure. **Prize must be taken to coincide with the Auckland Flower Show which is held from 19/11/09 until the 22/11/09.**

**For all travel prizes;** Passports, any requisite visas, spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The winner and companion must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. If for any reason a winner does not take the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will not be redeemable for cash and is subject to booking and flight availability. Itineraries are to be determined by the Promoter in its absolute discretion.

During the entire duration of the travel prizes, a nominated parent/guardian must accompany any person under 18 years of age. The winner (and his/her companion) is responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. Prize is subject to the standard terms and conditions of individual prize and service providers. Winner may be required to present credit card at time of accommodation check in.

14. The next valid entry drawn will win a Mitre 10 Outdoor Package valued at \$1,355. Package includes a six (6) burner BBQ with VE hood and side burner (model number SKU646756) valued at \$599; a three (3) piece aluminium outdoor setting (model number SKU646676) valued at \$499; a cocktail umbrella including crank and tilt (model number SKU646784) valued at \$99; a cast iron umbrella stand (model number SKU646777) valued at \$59 and a willow cooler combo (model number SKU647311) valued at \$99.
15. Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not, once the prize has been booked, take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

16. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
17. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
19. 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.
20. Total prize pool value is up to \$14,815.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. If the trip to attend the Chelsea Flower Show in London is unclaimed by 7/5/08, an unclaimed prize draw may take place at 3.00pm on 8/05/09 at 23/1253 Nepean Hwy Cheltenham VIC 3192, subject to any directions from a regulatory authority. Winners' names will be published in The Australian on 12/05/09.

If the trip to attend the Auckland Flower Show in New Zealand or the Mitre 10 Outdoor Package prize is unclaimed by 20/7/09, another unclaimed prize draw may take place at 3.00pm on 21/07/09 at 23/1253 Nepean Hwy Cheltenham VIC 3192, subject to any directions from a regulatory authority. Winners' names will be published in The Australian on 28/07/09

23. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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, 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.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

26. 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) if the Chelsea Flower Show or the Auckland Flower Show is cancelled for any reason beyond the reasonable control of the Promoter; (f) use of a prize.
27. As a condition of accepting the prize, the winner (and his/her companion) must 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.
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 access, update or correct information to the Promoter. All entries become the property of the Promoter.
29. The Promoter is Mitre 10 Australia Ltd (ABN 98 009 713 704) of 12 Dansu Court, Hallam, VIC 3177, telephone (03) 9703 4550.

NSW Permit No. LTPS/09/01203, Vic Permit No. 09/502, ACT Permit No. TP09/00501, SA Permit No. T09/307.