

“FATHERS DAY PROMOTION” PROMOTION

HOW TO ENTER:

To be eligible, simply purchase any product as featured in the Mitre 10 Father's Day Catalogue (distributed 27/08/08) between the period 27/08/08 and 7/09/08 and then log onto www.mitre10.com.au and complete the online entry form ensuring you fill out all fields including your name, address, daytime telephone number, email address and purchased product's details including receipt number.

PLEASE NOTE: Entrants **MUST** retain a copy of their purchase receipt(s) for all entries as proof of purchase.

Competition closes 11.59pm AEST 7/09/08.

CONDITIONS OF ENTRY:

1. Entry instructions and prize information form part of these Conditions of Entry. By participating, entrants agree to be bound by these Conditions of Entry.
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 1st cousin.
3. Promotion commences 12.00am 27/08/08 and ends 11.59pm AEST 7/09/08 (the "Promotion Period"), and all qualifying purchases must be made during this time. Entries **MUST** be received by 11.59pm (AEST) on 7/09/08. No entries will be accepted after these times.
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 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. 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.

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. **Daily Draws:** There will be a prize draw conducted in respect to each day of the period 27/08/08 to 7/09/08 (inclusive). There will be a total of 12 daily draws. The daily draws will be conducted at 1.00pm AEST at Zirkus Marketing Suite 23/1253 Nepean Highway, Cheltenham VIC 3192 commencing on the 28/08/08 and finishing on 8/09/08. Entries received between 12.00am and 11.59pm AEST on each day from 27/08/08 to 7/09/08 will be entered into the daily draw allocated for that day which will take place on the following business day, excluding Saturdays, Sundays and public holidays which will be drawn on the next following business day (in date order). **Entries received for one daily draw will not be entered into subsequent daily draws.** All winners will be published in the Public Notices section of The Australian Newspaper on 12/09/08. All winners will be advised in writing.
9. **Prize Pool:** The first five (5) valid entries drawn in each daily draw will each win a \$1,000 Mitre 10 Gift card.

Mitre 10 Gift Card: Any ancillary costs associated with redeeming the Mitre 10 Gift Card are not included. Any unused balance of the Mitre 10 Gift Card will not be awarded as cash. Redemption of the Mitre 10 Gift Card is subject to any terms and conditions of Mitre 10 including those specified on the Card and on the website www.mitre10.com.au.
10. Total prize value is \$60,000.00.
11. Subject to the unclaimed prize draw clause, if for any reason a winner does not redeem an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
12. In the event that a prize(s) (or part of a prize) is/are not available, the Promoter reserves the right to substitute prize(s) (or part of a prize) in its discretion to the same and equal recommended retail value and/or specification, subject to any written directions from the various lottery Departments.
13. The Promoter may conduct such further draws at the same place as the original draw as are necessary on 12/01/09 at 11.00am AEDST at Suite 23/1253 Nepean Highway, Cheltenham VIC 3192 in order to distribute any prizes unclaimed by that date, subject however to

any written directions given under Reg 37 of the Lottery and Gaming Regulations 1993 (SA). Any winners of prizes will be published in the Public Notices Section of The Australian on 19/01/08. Any winners will be notified in writing.

14. 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.
15. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
16. Promoter's decisions are final, and no correspondence will be entered into.
17. 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) use of a prize.
18. 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.
19. 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.

20. Any costs associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. Any contact details entered incorrectly on the website shall be deemed invalid. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
21. 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.
22. 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 winners' 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 their 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 to win a prize.
23. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
24. 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. Prizes, and any unused portions of a prize, are not transferable or exchangeable and cannot be taken as cash. The Promoter accepts no responsibility for any variation in the value of any prize.
26. The Promoter reserves the right to request winners to provide proof of age, identity and residency at the nominated prize delivery

address. Identification considered suitable for verification is at the discretion of the Promoter.

27. The Promoter is Mitre 10 Limited of 12 Dansu Court, Hallam VIC 3803 (ABN 98 009 713 704)

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