

GENERAL TERMS & CONDITIONS

KOMMAND BOAT GIVEAWAY

Promotion Name:	Kommand Boat Giveaway														
Promoter:	Kommand Pty Ltd (ABN 61 634 103 674) of registered office address: 75 Nashos Place, Wacol QLD 4076 hereby known as "Kommand"														
Promotion Period:	Start: Thursday 1 December 2022, 8.00am AEST End: Friday 31 March 2023, 4.00pm AEST														
Eligible States / Territories:	Australia-wide														
Eligible Entrants:	<p>Entry is open to individuals who are:</p> <ul style="list-style-type: none"> (a) Residents of Australia (b) Entry is open to all customers of Kommand with an active trading account with agreed upon payment terms (c) Over the age of 18 (d) Employees of the Promoter or their family members or anyone else connected in any way with the competition, or helping to set up the competition, shall not be permitted to enter the competition (e) Winning entrant will consent to their name, company name and photos to be used on social media and any other promotional activity that Kommand use 														
Prize Details:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Prize</th> <th style="width: 20%;">No. Available</th> <th style="width: 30%;">Value of Price (RRP)</th> </tr> </thead> <tbody> <tr> <td>Boat + trailer including safety equipment</td> <td style="text-align: center;">1</td> <td style="text-align: right;">AUD\$10,315.00</td> </tr> <tr> <td>Fishing equipment</td> <td style="text-align: center;">1</td> <td style="text-align: right;">AUD\$200.00</td> </tr> <tr> <td>Kommand merchandise</td> <td style="text-align: center;">1</td> <td style="text-align: right;">AUD\$100.00</td> </tr> </tbody> </table>			Prize	No. Available	Value of Price (RRP)	Boat + trailer including safety equipment	1	AUD\$10,315.00	Fishing equipment	1	AUD\$200.00	Kommand merchandise	1	AUD\$100.00
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Boat + trailer including safety equipment	1	AUD\$10,315.00													
Fishing equipment	1	AUD\$200.00													
Kommand merchandise	1	AUD\$100.00													
Total number of Prizes:	1														
Total Prize Pool:	AUD\$10,615.00														
Method of Entry:	<p>To enter, entrants must:</p> <ul style="list-style-type: none"> (a) Have a minimum spend of AUD\$1,000 (ex GST) in at least one transaction during the Promotion Period* (b) For every AUD\$1,000 (ex GST) spent during the Promotion Period, one (1) ticket will be allocated** (c) Entrants will be notified of their ticket number(s) at the end of each calendar month during the Promotion Period (d) Have a presently trading account with agreed upon payment terms (e) Trading account must be paid in accordance with the agreed upon payment terms 														

	<p>*Transactions can include Field Services, Workshop Services, partial or complete installations, Hire Agreements and Kommand retail purchases.</p> <p>**There are no maximum number of entries – every AUD\$1,000 (ex GST) spent during the Promotion Period equates to one (1) ticket</p>
Verification Requirements:	Kommand reserves the right to verify age, residential address and Account status of entrants.
Draw Details:	<p>Date: Tuesday 4 April 2023</p> <p>Time: 1:30pm AEST</p> <p>Location: Kommand – 75 Nashos Place, Wacol QLD 4076 Live streamed on Instagram</p> <p>Draw Method: Random selection from raffle barrel</p>
Prize Restrictions / Exclusions:	<p>The Prize – one announced to the Winner – is the responsibility of the Winner and if lost and/or damaged will not be replaced or repaired by the Promoter.</p> <p>The Winner will be responsible for registration, insurance and maintenance of the Prize and any other ongoing costs associated.</p> <p>Kommand is not responsible for the safe use of the Prize once it has been collected by the Winner.</p>
Prize Claim Date:	Thursday 13 April 2023
Unclaimed Prize Draw:	<p>A random unclaimed prize draw for the Kommand Boat Giveaway will occur at 1:00pm AEST on Friday 14 April 2023.</p> <p>Location: Kommand Pty Ltd 75 Nashos Place Wacol QLD 4076</p>
Notification and Publication of Winner	<p>Upon drawing the winning ticket, and verifying that the Winner qualifies for the Prize, the Winner will be notified by phone and confirmed via email within two (2) business days.</p> <p>Draw will be livestreamed on Instagram.</p> <p>Winner will consent to their name, company name and photos to be used on social media, Kommand’s website at www.kommand.com.au and any other promotional activity and medium that Kommand chooses.</p>

General Terms & Conditions FOR COMPETITIONS

1. Introduction

- 1.1 These Terms and Conditions (General Contest Rules) shall be binding on you when entering any competitions operated by KOMMAND PTY LTD ("Kommand"), its sponsor or any company or website owned or controlled by Kommand.
- 1.2 These General Contest Rules apply to all Kommand contestants.
- 1.3 Copies of Contest Rules are available on request from Kommand (please e-mail admin@kommand.com.au)
- 1.4 Entry and participation in any competition shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the competition or the prizes form part of these Terms.
- 1.5 By entering the competition entrants will be deemed to have read and understood these rules and be bound by them.

2. Eligibility

- 2.1 You must be an Australian resident. Employees of Kommand, their immediate families or any other persons directly or indirectly connected with the competition are not eligible to enter any competition.
- 2.2 You may not enter a competition if, on the date it is announced, you do not conform to the required profile of entrant.
- 2.3 Unless otherwise stated you must be at least 18 years old, and if requested to do so, provide proof of your age.
- 2.4 You must provide personal details as reasonably requested to do so by Kommand. Refusal to comply may result in disqualification from the contest.
- 2.5 All decisions of Kommand will be final and binding. No correspondence will be entered into.
- 2.6 All entries must be received by Kommand by the closing date specified in the competition. No responsibility will be taken by Kommand for any entries that are illegible, misdirected, ineligible for technical or other reasons or received after the closing date.

3. Prize

- 3.1 Upon drawing the winning ticket, and verifying that the Winner qualifies for the Prize, the Winner will be notified by phone and confirmed via email within two (2) business days.
- 3.2 It is the sole responsibility of the Winner to collect their prize.
- 3.3 Prize must be collected in person or by an authorised representative. Identification that includes a photograph may be required.
- 3.4 Where a Winner chooses not to accept a Prize, they forfeit any and all claims to that Prize, which will be dealt with at the absolute discretion of Kommand.
- 3.5 Kommand reserves the right to disqualify any entrant to any competition which it considers has used improper technical means to enter.

- 3.6 All prizes are accepted entirely at the risk of the winner and Kommand excludes all warranties in connection with any prize. Prizes may require use with additional safety equipment or specific training or licensing, all of which is the responsibility of the entrant/prize winner. Kommand is not liable for any costs relating to the collection of prizes or an add-on required i.e. travel, accommodation, etc.
- 3.7 Prizes are not transferable or redeemed for cash.
- 3.8 Kommand, its agencies, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or claims, liability, loss or damage arising out of or in connection with any contest promoted by Kommand
- 3.9 If the winner(s) of the prize cannot be traced after all reasonable efforts having been made by Kommand, then Kommand may dispose of the prize as it thinks fit without any liability to the winner(s) for having done so.
- 3.10 Entry costs (where applicable) are as advertised.
- 3.11 Entrants are liable for their costs to access telephone, mobile or computer networks.
- 3.12 Kommand reserves the absolute right to disqualify any entrant to any competition which it considers has used improper technical means to enter.
4. The Contest
 - 4.1 Kommand does not accept responsibility for entries lost, damaged or delayed in transit to the competition address.
 - 4.2 Fraudulent, illegible or incorrect entries will not be accepted (at the absolute discretion of Kommand).
 - 4.3 The decision of Kommand's judges is final and conclusive in all circumstances and no correspondence will be entered into.
 - 4.4 Kommand may terminate any contest at any time at its absolute discretion. In the event of such termination, Kommand may, at its absolute discretion, elect not to award any prize in respect of the terminated contest.
 - 4.5 All entries become the property of Kommand.
5. Confidentiality
 - 5.1 You undertake not to disclose, reveal, communicate or otherwise make public to anyone at any time any information relating to Kommand, its business, personnel, servants, agents or officers.
6. Publicity
 - 6.1 Competitors may be required by Kommand to participate in a photo, video and/or film session, and acknowledge that Kommand has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, unless that person informs Kommand at the time of entering the competition that he or she wishes to retain his or her anonymity.
 - 6.2 Contest entries and material submitted in connection with any contest (whether in written, audio, electronic or visual form, or any combination of those) or any photographs, video and/or film footage and/or audio recording taken of competitors become the property of Kommand, which may use the material in any medium and in any reasonable manner it sees fit. Copyright in any such material remains the sole property of Kommand.

- 6.3 Kommand may publicise, broadcast or otherwise disclose a competitor's name, character, likeness, statements or any recording of his or her voice in advertising or promotional activities concerning a specific contest, or Kommand contests generally. Kommand may promote or advertise that a winner has won a contest.
- 6.4 Kommand may incorporate information from entrants in any contest in any database to be used for the purpose of its business. Upon entry into a competition a contestant will automatically give permission for use of personal data and this information will be retained in accordance with the *Privacy Act*.
7. Kommand Pty Ltd – Exclusion of Liability
 - 7.1 Kommand is not liable in any way for any costs, expenses, damages, liability or injury arising out of or in any way connected with the competition or prizes, other than those costs and expenses specifically provided for in the prize (if any). This exclusion does not include any liability for negligence by Kommand.
 - 7.2 Kommand accepts no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for any special, direct, indirect or consequential loss of any nature howsoever arising.
 - 7.3 Kommand shall not be liable to perform any of its obligations under the competition or in respect of the prizes where it is unable to do so as a result of circumstances beyond its control and shall not be liable to compensate you in such circumstances.
8. Jurisdiction
 - 8.1 These rules shall be governed and construed in accordance with Queensland Law.
 - 8.2 Where Kommand has special contest Terms and Conditions in relation to a particular contest, then they (the special terms and conditions) will prevail in the event of inconsistency between those special contest Terms and Conditions and these General Contest Rules.
 - 8.3 Persons under the age of 18 are ineligible to enter any contest where the prize consists of a vehicle or alcohol, or where the Special Contest Terms and Conditions otherwise provide.
 - 8.4 A failure by Kommand to enforce any of these contest rules in any instance(s) will not give rise to any claim by any individual.
 - 8.5 Special restrictions or qualifications may apply to particular contests, in which case an addendum to these General Contest Terms and Conditions will be made.
 - 8.6 Kommand may change these General Contest Terms and Conditions at any time.