

TERMS AND CONDITIONS

Lego Giveaway

Asia-Pacific's International Mining Exhibition (AIMEX) 2023

5-7 September 2023

CONDITIONS OF ENTRY

1. The "Promoter" is Wormald Australia Pty Ltd (**Wormald**) ABN 80 008 399 004, Building G, 350 Parramatta Road Homebush West NSW 2140.
2. Information on how to enter and the prizes form part of these Terms and Conditions.
3. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
4. The Promotion will be over three (3) days, on 5th September 2023, and terminating at the end of the show day on 7th September 2023 (**Promotion Period**).
5. The Promotion is open to all attendees at the Exhibition, except as noted in item 6 below.
6. The following are ineligible to enter the Promotion:
 - (a) Employees of the Promoter or associated companies; and
 - (b) Immediate family including spouse, de-facto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee.

HOW TO ENTER

7. To submit an entry, Exhibition attendees must place their business card in the receptacle provided on the Wormald stand or register via the Wormald website by scanning the QR code provided.

LIMITS ON ENTRY

8. Only one entry (business card) per Exhibition attendee.

PRIZES

9. One Lego Technic App-Controlled Cat® D11 Bulldozer will be given away at the end of the three day show.

DRAW DETAILS

10. A prize draw will:
 - (a) Take place at the end of the exhibition day on 7th September 2023.
 - (b) Be from the entrant's business cards accumulated in the provided receptacle at the time of the draw; and
 - (c) Be made by a Wormald employee at the Wormald stand at the Exhibition.

WINNER NOTIFICATION

11. The winner of each draw will be notified by mobile phone after the draw.

UNCLAIMED PRIZE

12. If the winner is not at the stand at the time of the draw, the Promoter will contact the winner using the contact details on the winning business card/website entry to arrange collection/delivery of the prize.
13. If a winner is not contactable on the details provided or for whatever reason does not take delivery of the prize or contact the Promoter to make arrangements for collection/delivery within 60 days of the Promoter notifying them of the prize, the prize will be forfeited.

WARRANTY

14. Wormald accepts no responsibility for any prize that is lost, stolen, damaged or defective or any warranty claims arising with the manufacturer of the prize.
15. Any warranty claims with regard to a prize, must be made directly with the manufacturer.
16. Entrants acknowledge that Wormald is not the manufacturer of the prizes and that the participant has not relied on any representation by Wormald in relation thereto.
17. No condition, warranty or representation, express or implied, is or has been given to entrants by Wormald as to the condition of a prize or the suitability of a prize for any particular use by a winner.
18. Entrants agree that neither Wormald, nor any of its related companies or their respective officers, directors, employees, stockholders, owners, affiliates, agents or representatives will have any liability whatsoever to the participant or any other party resulting from the use of a prize.
19. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), as well as any other implied warranties under similar consumer protection laws in Victoria ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective 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:
 - (a) Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) Any tax liability incurred by an entrant or winner; or
 - (c) Use of the prize and/or participation in the Promotion.

GENERAL

20. Prizes are not transferable or exchangeable and cannot be taken as cash.
21. All entries become the property of the Promoter.
22. By submitting an entry to the Promotion, each entrant consents to the use of their name and contact details, as set out on their business card, for marketing purposes.
23. Whilst every effort has been made to ensure that the information herein is correct, Wormald shall not be responsible for any errors or omissions.

PRIVACY

24. In order to conduct and administer the Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and regulatory authorities. To view the Promoter's Information Collection Statement, please visit <http://www.wormald.com.au/about-us/information-collection-statement>.
25. Participation in the Promotion is conditional on entrants providing this information. It is a condition of entry that the entrant agrees to their personal information being entered into the Promoter's active database. 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 and for such other purposes as set out in the Promoter's Privacy Policy. To view the Promoter's Privacy Policy, please visit <http://www.wormald.com.au/about-us/privacy-policy>.
26. Entrants should direct any request to access, update, correct or remove information to the Promoter. All personal details of entrants will be stored at the office of the Promoter. Upon the entrant's request, information provided will be amended or removed from the Promoter's active database. To request the amendment or removal of information, please email our Privacy Officer, custadvocate_fire@wormald.com.au or write to the Privacy Officer, Locked Bag 7241 Silverwater NSW 2128. Information will be amended or removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws.