# **DAHUA Technology Australia Lucky Draw Promotion**

#### **OFFICIAL RULES**

These Official Rules ("Rules") govern the Promotion. If you do not agree with these Rules, do not participate in this Promotion or accept a Promotion Giveaway (as defined below). Participation in this Promotion (including any acceptance of a Promotion Giveaway) is deemed acceptance of these Rules.

#### 1. GENERAL

1.1 **Description of the Promotion**. Each customer who makes a single purchases of any Dahua products with the invoice amount of AUD2,000+GST from an Eligible distributor or reseller during the Promotion Period (as defined in Subsection 1.2 below) and submits the proof of purchase as instructed in Section 2 below, will receive one (1) entry to participate in the Draws, with a chance to win one of the Promotion Giveaways identified as Prizes in Subsection 3.4 below (hereafter referred to as the "Promotion Giveaways"). Every purchase of AUD2,000+GST will receive ONE (1) entry. For example, if the purchase amount is \$10,000, in one transaction, the entrant will receive FIVE (5) entries. Multiple entries are allowed.

1.2 **Game of Chance, Promotion Period.** This Promotion is based on chance. The Promotion commences at 00:00 AEDT 27<sup>th</sup> October 2020 and ends at 23:59 AEDT 13<sup>th</sup> December 2020 (the "Promotion Period".)

1.3 **Purchase Period.** To be eligible for this Promotion and a chance to receive a Promotion Giveaway, the customers must complete an Eligible Purchase from an Eligible Distributor or Reseller (as defined in Subsection 2.1 below) during the Promotion Period and submit their receipt as proof of purchase to <u>entries---sales.oc@dahuatch.com</u> during the Claim Period (as defined in Subsection 1.4 below.)

1.4 **Claim Period.** Each participant must submit the receipt as proof of purchase between 00:00 AEDT 27th October 2020 and 23:59 AEDT 17<sup>th</sup> December 2020 (inclusive) (the "Claim Period").

1.5 **Promoter.** The "Promoter" of this Promotion is Dahua Technology Australia P/L. 8/39 Herbert St, Artarmon NSW 2064. ABN 66 607 598 158.

1.6 **Exclusions**. Employees of the Promoter and its subsidiaries and affiliates, and employees of their agents or individuals involved in any part of the administration of this Promotion, and each of any employee's immediate family members (parent, sibling, spouse, and children) and household members. Dahua authorized distributors and their subsidiaries are excluded from eligibility in this Promotion. The Promoter is committed to complying with government gift and ethics rules and therefore government employees are not eligible to participate in this promotion.

#### 2. ENTRY AND PARTICIPATION

2.1 **Eligibility**. OPEN ONLY TO THE COMPANIES LOCATED IN AUSTRALIA WITH AUSTRALIAN BUSINESS NUMBERS. "Eligible Product" is limited to DAHUA Products only. An "Eligible Purchase" is a single purchase of any Dahua Products of AUD2,000 +GST or higher from an Eligible Distributor or Reseller. Eligible Distributors and Resellers" are all of Promoter's authorized distributors and resellers located in Australia with Australian Business Numbers (ABNs). This Promotion is void outside Australia and where prohibited by law 2.2 **Entry Process**. In order to participate in this Promotion, the customer must complete an Eligible Purchase from an Eligible Distributor or Reseller and submit the receipt as proof of purchase (an "Entry") to <u>entries---sales.oc@dahuatch.com</u> during the Claim Period.

2.3 **Disqualified Entries.** The Promoter is not responsible for Entries that are not received for any reason, or for Entries received but not decipherable for any reason. The Promoter may automatically disqualify any incomplete or illegible Entry or any entries that the Promoter determines are invalid for any other reason, subject to the applicable laws.

2.4 **Right to Reject.** The Promoter may reject any Entry that is determined by the Promoter as not comply with these rules, subject to the applicable laws.

# 3. DRAWS AND PRIZES.

3.1 **Draws.** Total of eighteen (18) potential winning entries will be selected from the draw to be held on the dates specified in Section 3.2 below for the corresponding prizes listed in the prize table set forth in Section 3.4 below. Odds of winning depend on the number of eligible entries received.

# 3.2 Date of Draw. AEDT 10AM, 18th December 2020

#### 3.3 Location of Draws. 8/39 Herbert St, Artarmon NSW 2064

Prize	Prize Quantity	Prize details	Approximate Retail Value ("ARV")
Grand Prize	1	Mitsubishi Triton Double Cab	AUD\$45,728
2 <sup>nd</sup> Prize	2	QUINTREX 370 DART (Quintrex 3.7 Boat, 15hp Mercury outboard, Trailer and Safety Kit	AUD\$10,509 each
3 <sup>rd</sup> Prize	5	Gasmate Platinum III Stainless Steel 6 Burner BBQ with Side Burner	AUD\$3,750 each
4 <sup>th</sup> Prize	10	Coles Gift Card	AUD\$500 each

# 3.4 Prizes

# The total estimated value of prize pool is approximately AUD\$90,496 including GST. All values above are in AUD.

3.2 **Winner Responsibilities.** Winners may not designate someone else as the winner or substitute, assign, or transfer prize or redeem prize for cash, but Promoter reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. If a winner is unable or unwilling to accept a promotional product, there will be no redraw. By accepting a promotional product, the winners' consent to the Promoters' use of his or her proper name and contact details online, in print, and in any other media in connection with this promotion without further payment or compensation of any kind, except where prohibited by law. Receipt of prizes to winners are subject to the express requirement that they submit to Promoter all documentation requested by Promoter to permit it to comply with all applicable federal, state, provincial, local and foreign tax reporting and withholding requirements. All prizes will be net of any taxes if Promoter is required by law to withhold. All

taxes imposed on prizes are the sole responsibility of the winners, regardless of whether taxes have been so withheld.

3.3 **Winner Announcements and Notification.** Potential winners will be notified by email to the e-mail address provided at time of entry within **48 hours** after the applicable Draw. The winners' names will also be published online at

<u>https://www.facebook.com/DahuaAustralia/</u> and <u>https://www.linkedin.com/company/dahua-</u> <u>technology-australia-pty-ltd/</u> within one week after the applicable Draw and will remain online **until 25<sup>th</sup> January 2021 (inclusive)**.

3.4 **Unclaimed Prizes.** To distribute any unclaimed prizes, the Promoter may conduct a further draw at or about 10AM on 18<sup>th</sup> March 2021 at the same place as the original draw, subject to State and Territory legislation. Winners of any further draw will be notified by email within **2 business days** after the draw. Their names will also be published online at <a href="https://www.facebook.com/DahuaAustralia/">https://www.facebook.com/DahuaAustralia/</a> and <a href="https://www.linkedin.com/company/dahua-technology-australia-pty-ltd/">https://www.facebook.com/DahuaAustralia/</a> and <a href="https://www.linkedin.com/company/dahua-technology-australia-pty-ltd/">https://www.linkedin.com/company/dahua-technology-australia-pty-ltd/</a> on or about 25<sup>th</sup> March 2021 and will remain online **until 25<sup>th</sup> April 2021 (inclusive)**.

3.5 **Disputes.** If there is a dispute as to who is the potential winner, the authorized account holder of the e-mail address used to enter the promotion will be deemed the potential winner.

# 4. FULFILLMENT

4.1 Participants are responsible for all federal, state, provincial and local taxes (including income and withholding taxes) and any other costs and expenses associated with Promotion Giveaway acceptance and use not specified herein as being provided. Participants may not substitute, assign or transfer Promotion Giveaway, or redeem Promotion Giveaway for cash, but Promoter reserves the right, at its sole discretion, to substitute Promotion Giveaway (or portion thereof) with one of comparable or greater value.

The Grand Prize - Mitsubishi Triton Double Cab includes registration in the State in which the Prize Winner resides, dealer delivery and all other mandatory on road costs. No optional extras or accessories included unless stated. All ancillary costs or accessories not expressly provided are the responsibility of the Winner. The Prize excludes comprehensive insurance, operational costs, fuel, personal costs and any other ancillary or incidental costs related to the Prize or anything else not specifically mentioned, which is the responsibility of the Winner. Due date for delivery or collection of the Prize vehicle (as applicable) is subject to availability of the vehicle, but is anticipated to be within 8 weeks of the date the Winner claims the Prize. If the Prize Winner is, through any legal incapacity or otherwise, unable to register the motor vehicle Prize in his or her name then they may assign the motor vehicle Prize to another person with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and an assignee. The Prize will be made available for the Winner to collect from the authorised Mitsubishi dealer closest to the Winner's place of residence as stated in their entry details (see https://www.mitsubishi-motors.com.au for a list of Mitsubishi dealer locations). All costs associated with travel to and from the dealer is at the Winner's own cost. The Promoter accepts no responsibility for any mechanical, body or paint repairs or repairs or maintenance of any kind relating to the Prize after the date and time of Prize collection by the Winner. To the fullest extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained arising out of in relation to or in connection with this promotion, including as a result of using the Prize.

The 2<sup>nd</sup> Prize will be made available for the Winner to collect from a nominated and authorized Quintrex Dealers in Major Capital Cities in Australia within 8 weeks of the date

the Winner claims the Prize. All costs associated with travel to and from the dealer is at the Winner's own cost.

The 3<sup>rd</sup> Prize and 4<sup>th</sup> Prize will be delivered to the winner's place of residence within Eight (8) weeks of the date the Winner claims the Prize.

4.2 By participating in the Promotion, each participant agrees and acknowledges that Promoter may be required to collect participant personal information (for example, from Entry or other Promotion materials submitted) in order to conduct this Promotion and/or facilitate the distribution of Promotion Giveaways, and that Promoter may disclose this information to suppliers and/or their respective agents for those purposes. Personal information collected for the purposes of this Promotion will be used for the purposes of the Promotion only.

#### 5. USE OF ENTRIES

5.1 **Privacy Notice**. This Promotion is hosted in Australia and information regarding the participants (including but not limited to participant's name, email address, delivery address, invoice number, and serial number) may be collected in connection with this Promotion and the fulfillment of Promotion Giveaways. By submitting an Entry and information in connection with this Promotion, each participant consents to Promoter collecting, using, transferring, and sharing his or her personal information, including to its agents in connection with the Promotion.

5.2 **Further Documentation**. By participating, each participant agrees to sign any necessary documentation that may be required for Promoter to confirm or make use of the rights and waivers granted as a result of participation.

#### 6. PARTICIPANT RESPONSIBILITIES

6.1 **General Rules**. By entering this Promotion each participant agrees to comply with these rules. The Promoter's decisions will be final and binding on all matters related to this Promotion, subject to applicable law.

6.2 **Release**. Each participant hereby releases the Promoter and their respective parents, subsidiaries, affiliates, employees, and agents from any liability or any injury, loss or damage of any kind arising in connection with this Promotion, or any Promotion Giveaway received.

6.3 **Interruptions**. If there is a catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, affects the fairness or integrity of this Promotion, including human error, the Promoter may cancel, change, or suspend this Promotion, subject to applicable law. If a solution cannot be found to restore the integrity of the Promotion, the Promoter may choose to proceed with selected redemptions from among all eligible Entries received before cancelling, changing or suspending the Promotion, subject to applicable law.

6.4 **Unlawful Behavior.** The Promoter may seek damages or criminal prosecution for any attempt to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in any way, subject to applicable law. The Promoter may ban any participants from any future promotion, subject to applicable law.

#### 7. FURTHER TERMS

7.1 **Amendment or Cancellation.** The Promoter reserves the right to amend, cancel or suspend this Promotion (subject to applicable law) if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

7.2 Limitation of Liability. The Promoter (including its respective officers, employees and agents) is not responsible for and 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 this Promotion, and (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any Entry or Promotion Giveaway 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 Promotion Giveaway value to that stated in these Rules; (e) any tax liability incurred by a participant; or (f) use of a Promotion Giveaway. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion including taking or using the Promotion Giveaway, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including statutory guarantees. Any change in value of the Promotion Giveaway occurring between the publishing date and date the Promotion Giveaway is claimed is not the responsibility of the Promoter.

7.3 **Sponsor/Promoter.** The "Promoter" of this Promotion is Dahua Technology Australia P/L; 8/39 Herbert St, Artarmon NSW 2064. ABN 66 607 598 158.

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