

## **AIRR Black Friday Promotion 2022**

1. The promoter is the Australian Independent Rural Retailers Pty Ltd (ABN 36 112 308 835) (**Promoter**) of 74 – 76 Drummond Road, Shepparton, Victoria, 3630.
2. The Promoter's AIRR Black Friday Promotion (**Promotion**) commences at 9:00am AEST on Tuesday, 22 November 2022 and closes at 6:00pm AEST on Monday, 28 November 2022 (**Promotion Period**).
3. To be eligible to enter the Promotion, a participant must:
  - 3.1. reside in Australia;
  - 3.2. be 18 years or over;
  - 3.3. during the Promotion Period, place an order from the Participating Retailer (*as defined in clause 5 below*); and
  - 3.4. accept and comply with these Terms and Conditions.
4. Order means any product or products order together on the [airr.com.au](http://airr.com.au) website with the same order number.
5. Participating Retailer means: AIRR Online Consumer Store – located at [airr.com.au](http://airr.com.au)
6. The Promotion entry process:
  - 6.1. every Order will be given one (1) entry into the draw automatically.
7. The prize will be a Garmin Forerunner 245 Music Watch which has a retail value of \$579 (**Prize**). The Prize is non-transferrable, nor redeemable for cash.
8. Promotion draw process:
  - 8.1. The winner will be determined by a random draw conducted by a representative of the Promoter at 199-205 Calarco Drive, Derrimut, 3025, VIC at 12pm on Tuesday, 29 November 2022;
  - 8.2. The winner will be notified by telephone and email within 7 days of the draw; and
  - 8.3. If the Promoter is unable to contact the winner by 31 December 2022, then a redraw will be conducted on 10 January, 2023 at 12pm, in the same manner, at the same location and from the same pool of eligible participants as the first draw.
9. Details of the winner will be published on the following platforms:
  - 9.1. <https://www.airr.com.au>; and
  - 9.2. the Participating Retailer's Facebook page: <https://www.facebook.com/airrural>;
10. The winner must participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. The winner authorises The Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
11. The Promoter reserves the right to:
  - 11.1. confirm all entries to the Promotion are valid;

- 11.2. seek further clarification from participants in relation to their entry/ies and compliance with these Terms and Conditions;
- 11.3. disqualify any participant who:
  - a. tampers with or benefits from any tampering with the entry process or with the operation of the Promotion;
  - b. acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing The Promoter, the Participating Retailer and or their respective officers, directors, employees, agents or contractors; or
  - c. contravenes these Terms and Conditions.
12. The Promoter's decisions in relation to the Promotion, including the eligibility of transactions to participate in this Promotion and the drawing process are final and the Promoter is not obliged to correspond with any participant in relation to these matters.
13. The Promoter, the Participating Retailer and their officers, employees, agents and contractors are not responsible for:
  - 13.1. lost, illegible, misdirected, incomplete or damaged entries and
  - 13.2. incorrect or inaccurate transcription of information, human error, technical malfunctions, lost or delayed entries,and to the maximum extent permitted by law, any liability for any incidental or consequential damage, however caused, whether in contract or in tort, arising out of the Promotion is expressly disclaimed and excluded.
14. By participating in this Promotion, you acknowledge and agree that The Promoter and its Participating Retailer:
  - 14.1. will collect and use your personal information in order to conduct the Promotion;
  - 14.2. may disclose your personal information to its contractors and/or agents to assist it in conducting the Promotion; and
  - 14.3. may use your personal information for future promotional, marketing and publicity purposes unless otherwise directed by you in writing.
15. The Participating Retailer's privacy policy explains in detail how it will store personal information, what it will be used for and how it will be protected. This can be accessed at <https://www.airr.com.au/privacy-policy/>.
16. In circumstances where the Prize has become unavailable for reasons beyond the control of the Promoter, then it reserves the right to substitute the Prize for an alternative of the same value in the event that it fails to reach mutual agreement with the winner in relation to a substitute.
17. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion.
18. The participant is liable for any taxes, duties or other applicable charges that may be due and payable, for whatever reason resulting from participating in the Promotion or receiving the Prize.
19. The winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, the winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any

liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Promotion.

20. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Promotion or the use or taking of the Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
21. Employees of the Promoter and the Participating Retailer and their immediate families, associated companies and agencies, and suppliers involved in the Promotion, are ineligible to enter the Promotion.
22. Any dispute arising out of or in relation to the Promotion shall be governed by the laws of Victoria.