

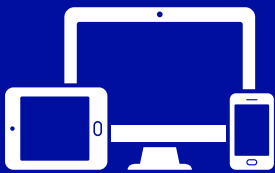
Win 1 of 10 Google Nest Hub Max



Buy any part online in November for your chance to win 1 of 10 Google Nest Hub Max - valued at \$349! Simply go to **my.komatsu.com.au** and spend a minimum of \$100* and you'll automatically go into the draw - it's that simple!

HOW TO ENTER

1. Go to my.komatsu.com.au
2. Spend a minimum of \$100* in a single transaction and you'll automatically go into the draw to win a Google Nest Hub Max.
3. Parts not in stock online? Call us on 1300 199 054. Orders via telephone also qualify.
4. Every transaction over \$100* gives you 1 entry. The more you transact, the more entries you'll receive!



TOP SELLING PARTS NOW AVAILABLE ONLINE

- » **Maintenance parts** – Batteries, Coolants, Lubricants (Engine/Hydraulic/ Drive Line Oils), Grease, Hoses & more
- » **Cab Guard & Operator Control Parts** – Cab/ Wheel Guard, Covers/Doors, Demo Guards, Window/Glass, Mirrors, Wipers & more
- » **Filters** – Genuine Oil, Air, Fuel, Hydraulic Filters & more
- » **Ground Engaging Tools** – Cutting Edges, Lip Shrouds, Wear Bars, Adaptors, Pins & more
- » **Electrical Parts** – Lights/Lamps, Relays, Switch's, Glow Plugs, Emergency Stop Button (E-stop) & more
- » **Hydraulics** – Boom, Arm, Bucket Cylinders, Main Valve, Hydraulic Pumps, Spools, O-Rings & more
- » **Engine Parts** – Pistons, Injectors, Alternators, Water Pumps, Turbo's, Aircon Compressor & more
- » **Undercarriage Parts** – Sprockets/Segments, Carrier/ Track Rollers, Track Linkage, Grouser Plates & more

For your chance to win, buy now at
my.komatsu.com.au

*Terms and Conditions apply - see back of flyer.



Buy Parts Online



1300 199 054 | my.komatsu.com.au

KOMATSU
Driven by your success

Komatsu Australia Pty Ltd – “Win One of Ten Google Nest Hub Max’s” (Promotion)

Terms and Conditions

Information on how to enter the Promotion and the Prize forms part of these Terms and Conditions. Entries not made in accordance with these Terms and Conditions may be disqualified. Participation in this Promotion is deemed to be an implied acceptance of these Terms and Conditions. Capitalised terms have the meanings given in these Terms and Conditions unless otherwise provided or the context otherwise requires.

Section 1: Promotion

- (1) **Promotion:** The prize is to win one (1) Google Nest Hub Max (RRP: AUD\$349). There is a total of ten (10) Google Nest Hub Max's to be won.
- (2) **Promoter:** Komatsu Australia Pty Ltd (ABN 71 143 476 626) of 50-60 Fairfield Street, Fairfield East, NSW, 2165, Australia (**Komatsu**). Phone number: (02) 9795 8222.
- (3) **Promotion Period:** Applies to purchases made between 1 November 2019 and 30 November 2019.

Section 2: Eligibility

- (4) **Eligibility:** The Promotion is only open to Eligible Entrants. An “Eligible Entrant”:
 - (i) must comply with the entry requirement in clause 8 below; and
 - (ii) is not otherwise ineligible under clauses 5, 6 or 7 below.
- (5) **Non-Eligibility:** Individuals are not eligible to enter the Promotion or win the Prize if they are a director, manager or employee of Komatsu, or an agency of Komatsu directly associated with the Promotion, or if they are an immediate family member of such director, manager or employee.
- (6) **Incorrect Contact Details:** In addition to any other eligibility requirement in these Terms and Conditions, if any contact details provided to a Komatsu are incorrect, Komatsu reserves the right, in its sole and absolute discretion, to determine the identity of the Eligible Entrant.
- (7) **Verification:** Komatsu reserves the right, at any time, to verify the validity of entries and the validity of entrants to qualify as Eligible Entrants (including the right to confirm and verify an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at Komatsu's discretion. Failure by Komatsu to enforce any of its rights at any stage does not constitute a waiver of those rights.

Section 3: Entry to the Promotion

- (8) Receive one (1) entry into the draw when you transact at <https://my.komatsu.com.au/> or order via phone 1300 199 054 with a minimum of \$100 (excluding GST and delivery) in a single transaction during the Promotion Period to be an Eligible Entrant in the Promotion (**Eligible Transaction**).
- (9) All Eligible Entrants will receive one (1) entry for each purchased.
- (10) Limit of one (1) entry permitted per qualifying order during the Offer Period; and multiple entries permitted during the Offer Period per entrant. Each entry must be submitted in a separate qualifying order and in accordance with the entry instructions above.

Section 4: Draw

- (11) **Draw:** There are ten (10) Prizes to be won. Subject to clause 14, the first ten (10) valid entries drawn will win the Prize. The winners will be selected using a random name generator on 9 December 2019 at 12:00pm AEDT at 50-60 Fairfield Street, Fairfield East, NSW, 2165, Australia.

Section 5: Prize

- (12) **Prize:** The prize is to win one (1) Google Nest Hub Max (RRP: AUD\$349). There is a total of ten (10) Google Nest Hubs to be won (total prize pool RRP Value: AUD \$3,490).
- (13) **Prize Value:** The Prize is valued at AUD\$349. Komatsu takes no responsibility for any variation in the Prize value.
- (14) **Prize Conditions:** The Prize is subject to the following conditions:
 - (a) **No exchange of Prize:** The Prize cannot be exchanged or redeemed for cash. Acceptance of the Prize is subject to, and conditional on, the Prize winner or their approved nominee being able to lawfully accept the Prize. If for any reason, the Prize winner cannot take the Prize, then the Prize may be forfeited and no compensation will be paid in lieu.
 - (b) **Ancillary Costs:** Unless specified, ancillary costs are not included in the Prize and are the responsibility of the Prize winner.
 - (c) **Taxes:** If the Prize or receipt of it incurs a tax liability, the Prize winner is liable for payment of such tax.

Section 6: Prize Winner

- (15) **Contact:** The winners of the Prize will be announced publicly (and their details published) on 9 December 2019 at 12:00pm AEDT via the Komatsu Australia website and Komatsu Australia Facebook page. The individual winners will be notified by email and phone within two (2) business days of the draw, the Prize will then be posted to the winners nominated address.

- (16) **Claim of Prize:** In the event of an unclaimed prize, the prize will be redrawn on 13 January 2020 at 50-60 Fairfield Street, Fairfield East, NSW, 2165, Australia. The winners of the redraw will be notified by email and phone within two (2) business days of the redraw.
- (17) **Winner Publicity:** In accepting the Prize, the Prize winner agrees to participate in any publicity arrangements made by or on the behalf of Komatsu. The Prize winner further acknowledges and agrees that Komatsu has the right to publicise their name, the State or Territory in which the winner ordinarily resides, photograph, likeness and/or voice in any language and in any media (whether now known or later devised) throughout the world in perpetuity without restriction in respect of this Promotion and any products manufactured, distributed and/or supplied by Komatsu, without any payment being made to them.

Section 7: General Conditions

- (18) **Lost, Delayed Communication:** Komatsu will not be responsible for any delayed, lost or misdirected communications..
- (19) **Release:** To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Eligible Entrant, the Prize winner (and any nominee), releases Komatsu from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the Prize or their participation in the Promotion. Komatsu, its related bodies corporate, its or their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this Promotion, the implementation of this Promotion, or the use of any prize, except for any liability which cannot be excluded by law. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act (2010)* (Cth), as well as any other implied warranties under similar consumer protection laws in the States and Territories of Australia.
- (20) **Force Majeure:** Komatsu will not be responsible for any act, omission, failure or delay by Komatsu that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of Komatsu. In addition, if this Promotion is otherwise interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Komatsu, subject to State legislation and written regulatory directions, Komatsu reserves the right to cancel, terminate, modify or suspend the Promotion or disqualify any entrant.
- (21) **Disputes:** In the event of a dispute, the decision of Komatsu is final and binding and no correspondence will be entered into.
- (22) **Jurisdiction:** This Promotion is only available in Australia.
- (23) **Currency:** All prices are stated in Australian dollars, represent the recommended retail price or, in the absence of a recommended retail price, the prevailing market price to the best of Komatsu's knowledge and include GST.
- (24) **Release:** As a condition of accepting the Prize, the winner (and its nominee, if applicable) may be required to sign legal documentation as and in the form required by Komatsu and/or Prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
- (25) **Privacy Notice:** Komatsu collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize supplier and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. Komatsu 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. Entrants should direct any request to access, update or correct information to Komatsu by writing to Komatsu at P.O. Box 136, Fairfield, NSW 2165. All entries become the property of Komatsu.
- (26) **Amendment:** Subject to the approval of the authorities that have issued permits in respect to the Promotion, Komatsu reserves the right to amend, withdraw or vary these Terms and Conditions at any time without notice.
- (27) **Governing Law:** The laws applicable in New South Wales govern this deed and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Authorised under Permit Number:

NSW – LTPS/19/39563

ACT – ACT TP 19/04526



1300 199 054 | my.komatsu.com.au

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