

**Take Off with Komatsu  
Terms and Conditions:**

**CONEXPO 2020 CUSTOMER PRIZE DRAW**

Eligible Entrants will qualify for the ConExpo 2020 prize draw:

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 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:** Purchase a new Komatsu PC200LC-8MO, PC300LC-8MO or PC350LC-8MO model hydraulic excavator (**Excavator**) from Komatsu Australia Pty Ltd (**Komatsu Australia**) between 1 July 2019 and 30 September 2019 which is delivered by 31 October 2019 to automatically go into a draw, for a chance to win the Prize, being a return economy trip for two to Las Vegas, USA including accommodation for four (4) nights in a three to four star hotel to attend ConExpo in Las Vegas from 10/03/2020 to 13/03/2020. The Prize is valued at up to \$10,000.00 (inclusive of GST).
2. **Promoter:** Komatsu Australia Pty Ltd (ABN 71 143 476 626) of 50-60 Fairfield Street, Fairfield East, NSW, 2165, Australia. Phone number: (02) 9795 8222.
3. **Promotion Period:** The Promotion will commence at 8:00am (AEST) on 1 July 2019 and close at 5:00pm (AEST) 30 September 2019.

**Section 2: Eligibility**

4. **Eligibility:** The Promotion is only open to Eligible Entrants. An "Eligible Entrant":
  - (i) if an individual, is above 18 years of age;
  - (ii) if an individual, is an Australian resident;
  - (iii) if a company or other entity, is validly registered or incorporated in Australia;
  - (iv) must comply with the entry requirement in Section 3 clause 8 below;
  - (v) is eligible to take the Prize when required (as provided by clause 14 below);and
  - (vi) 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 Australia, or an agency of Komatsu Australia 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 representative are incorrect, such quotation will not be eligible to qualify for entry to the Promotion. If there is a dispute as to the identity of an Eligible Entrant, Komatsu Australia reserves the right, in its sole and absolute discretion, to determine the identity of the Eligible Entrant.

7. Verification: Komatsu Australia 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, age and place of residence) 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 Australia's discretion. Failure by Komatsu Australia to enforce any of its rights at any stage does not constitute a waiver of those rights.

### **Section 3: Entry to the Promotion**

8. Eligible Entrants who purchase an Excavator from Komatsu Australia will be eligible to automatically go into the draw. Entrants can enter the competition for every Excavator purchased from Komatsu Australia. Entrants also have the option to be part of our mailing list by opting in on our online entry form.

### **Section 4: Draw**

#### 9. Draw:

There is one (1) Prize to be won. The first valid entry drawn will win the Prize. The winner will be manually selected at random by a representative of Komatsu Australia from a computer generated listing of entries which comply with Sections 2 and 3 of these Terms and Conditions over the Promotion Period.

Customers who purchase any Excavator from 1 July 2019 to 30 September 2019 and delivered by 31 October 2019 will go in the draw which will be conducted at 1.00 pm (AEST) Wednesday 6 November, 2019 at Komatsu Australia's head office, 50-60 Fairfield St, Fairfield East NSW 2165.

### **Section 5: Prize**

#### 10. Prize

The Prize consists of one (1) return economy flight for two to Las Vegas, USA, departing from the capital city where the Prize winner normally resides, including accommodation in a three to four star hotel for four (4) nights. Travel dates must be within the specified period of the 2020 ConExpo (10 March 2020 to 13 March 2020).

11. Prize Value: The Prize is valued at up to \$10,000 (inclusive of GST).  
Komatsu Australia takes no responsibility for any variation in the Prize value.

12. 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. If the winner is a company or other entity, the winner must nominate an individual to accept the Prize.
- (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.
- (d) Prize Availability: In the event that the Prize is unavailable for any reason, at any time, Komatsu Australia reserves the right to substitute the Prize with another Prize of equal value, subject to the written direction of any relevant regulatory authority, and the Prize winner will be notified accordingly.

## **Section 6: Prize Winner**

13. Contact: Komatsu Australia will contact the Prize winner in writing by Friday 8 November 2019 to confirm their eligibility under these Terms and Conditions and to confirm whether the Prize winner wishes to claim the Prize. The name of the Prize winner will be published on Komatsu Australia's website, [www.komatsu.com.au](http://www.komatsu.com.au) by 13 November 2019 and also in the November/December 2019 Edition of the Down To Earth Magazine, after the Prize winner has been notified.

14. Claim of Prize: If the Prize winner wishes to claim the Prize, the winner must confirm this fact and their eligibility to win under these Terms and Conditions by 10:00 am AEST on 16 January 2020. If the winner fails to claim the Prize by the deadline or if Komatsu Australia is unable to contact the winner, the winner will be deemed to have forfeited the Prize.

15. Redraw: If the Prize is not claimed by 16 January, 2020 Komatsu Australia may conduct such further draws at the Head Office of Komatsu Australia located at Level 1, 50-60 Fairfield Street, Fairfield East, NSW, 2165, Australia as may be necessary to award the unclaimed Prize. Komatsu Australia will comply with any applicable legislation regarding the unclaimed Prize and any written directions of any competent authority in that regard. If permitted by the applicable legislation, Komatsu Australia will conduct a redraw at 10:00 am on 20 January, 2020. The Prize winner will be notified in writing by 22 January 2020. If the Prize is redrawn, the name of the Prize winner will be published in Komatsu Australia website, [www.komatsu.com.au](http://www.komatsu.com.au) by 23 January 2020 and also be published in the March 2020 edition of the Komatsu "Down To Earth" magazine after the Prize winner has been notified. If the Prize winner from the redraw wishes to claim the Prize, the winner must confirm this fact and their eligibility to win under these Terms and Conditions by 29 January 2020.

16. Winner Publicity: In accepting the Prize, the Prize winner agrees to participate in any publicity arrangements made by or on the behalf of Komatsu Australia. The Prize winner

further acknowledges and agrees that Komatsu Australia 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 Australia, without any payment being made to them.

## **Section 7: General Conditions**

17. Lost, Delayed Communication: Komatsu Australia will not be responsible for any delayed, lost or misdirected communications.

18. Release: To the fullest extent permissible by law, each entrant in the Promotion including without limitation, the Eligible Entrants and the Prize winner (and any nominee), releases Komatsu Australia 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 Australia, 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 the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia.

19. Force Majeure: Komatsu Australia will not be responsible for any act, omission, failure or delay by Komatsu Australia 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 Australia. 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 Australia, subject to State legislation and written regulatory directions, Komatsu Australia reserves the right to cancel, terminate, modify or suspend the Promotion or disqualify any entrant.

20. Disputes: In the event of a dispute, the decision of Komatsu Australia is final and binding and no correspondence will be entered into.

21. 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 Australia's knowledge and include GST.

22. 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 Australia and/or Prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.

23. Privacy Notice: Komatsu Australia 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 Australia 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 Australia by writing to Komatsu Australia at P.O. Box 136. Fairfield, NSW 2165. All entries become the property of Komatsu Australia.

24. Amendment: Subject to the approval of the authorities that have issued permits in respect to the Promotion, Komatsu Australia reserves the right to amend, withdraw or vary these Terms and Conditions at any time without notice.

25. Governing Law: The laws applicable in New South Wales govern these Terms and Conditions 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.

26. These terms are subject to the applicable State or Territory lottery laws.

Authorised under  
NSW Permit No. LTPS/19/35651  
SA Permit No. T19/1018  
ACT Permit No. TP 19/03607