







TERMS & CONDITIONS

Terms and Conditions – Toshiba/Carrier 'Holiday Like A VIP' Promotion 2024

- **1.** This competition **(Promotion)** is conducted by Airconditioning Direct Pty Ltd of 46 Flinders Parade, North Lakes, Queensland 4509, T/A ACD Trade, ABN 48 100 354 461 and Complete Air Supply, 2-4 Alex Fisher Drive, Burleigh, Queensland 4220, ABN: 27 050 611 473.
- 2. Entry to the Promotion constitutes acceptance of these Terms and Conditions.
- **3.** All entry instructions and prize information published by the Promoters form part of these Terms and Conditions.
- **4.** The Promotion is open to all Australian residents aged 18 years who are a Trade Account holder with ACD Trade and/or Complete Air Supply in Queensland, Northern Territory, Western Australia or New South Wales. Wholesale customers of the Promoters as well as employees of the Promoters and their immediate family are not eligible to enter the Promotion.
- **5.** The Promotion commences at opening time of a potential entrant's **(Entrant)** local branch on Wednesday 17th April 2024 and ends close of business at that branch Friday 31st May 2024.
- **6.** The Promotion is a game of chance.
- **7.** To qualify for the promotion, the Trade Account holder must purchase a minimum total of \$1,000 plus GST of Toshiba/Carrier product during the promotional period at one or both Promoters. Once qualified, the Trade Account holder will receive one (1) entry **(Entry/Entries)** for each \$1,000 plus GST spent on Toshiba/Carrier product products. For example, if \$3,000 is spent with ACD Trade, the spend qualifies the Trade Account holder as an Entrant and they receive three (3) Entries in the draw. Spend with one Promoter is considered as spend with that Promoter only and will build toward the minimum purchase total for that Promoter only.
- **8.** There are six (6) prizes (**Prize/s**) and therefore six (6) prize winners (**Prize Winners**) who will receive one Prize each. A Prize is a Flight Centre Gift Card with a RRP value of \$5000. The Promoters' businesses operate in a number of States & a Territory and total Prize pool of \$30,000 will be allocated as follows:
- * two (2) Prizes (meaning two Prize Winners) drawn from eligible Entries in Western Australian
- * one (1) Prize (meaning one Prize Winner) drawn from eligible Entries in Northern Territory
- * three (3) Prizes (meaning three Prize Winners) drawn from all eligible Entries in Queensland and New South Wales.
- **9.** All entries that are compliant with these Terms & Conditions will be entered into their respective prize draws (**Prize Draw/s**) as follows:
- * Western Australian two (2) Prize Draws, meaning two Prize Winners drawn from all eligible Entries
- * Northern Territory one (1) Prize Draw, meaning one Prize Winner drawn from all eligible Entries
- * Queensland and New South Wales three (3) Prize Draws, meaning three Prize Winners drawn from all eligible Entries.

The Prize Winners will be selected at random from eligible Entries using electronic drawing software. The electronic software will determine the Prize Winner at random at the Prize Draw.

- **10.** The Promoter's decision in relation to any aspect of the Promotion is final and will be binding on Entrant's to the Promotion. No correspondence will be entered into in relation to any aspect of the Promotion.
- **11.** The Prize Draws will be conducted Tuesday 4th June 2024 at 10am at Head Office, ACD Trade, Level 2/46 Flinders Parade NORTH LAKES QLD 4509.
- 12. The Prize Winners of the Prize Draws will be notified by the Promoters by email and mobile telephone within 72 hours of the draw using the Prize Winner's contact details on file with the Promoters. It is every Entrant's responsibility to ensure the Promoters have their most current and up-to-date contact details. Prize Winners' details name, suburb and state will be published in a national newspaper as well as the ACD Trade Newsletter and the ACD Trade and Complete Air Supply's Instagram and Facebook profiles.
- **13.** It is a condition of a Prize Winner being awarded a Prize that the Prize Winner agrees to these Terms and Conditions.
- **14.** By accepting the Prize, the Prize Winner is bound to the Terms and Conditions of the Prize as outlined by the issuer of the gift card Flight Centre Travel Group Limited, these are outlined on their website by choosing "Help" on the www.flightcentre.com.au homepage, "Help Centre" on the drop down menu then "Gift Cards" on that webpage. The Promoters have no responsibility to the Prize Winner/s in relation to the gift card once the Prize has been accepted.

- **15.** If a Prize Winner rejects their Prize for whatever reason, or does not claim their Prize within 3 months, their Prize will be forfeited and a redraw will be conducted.
- **16.** Where the Prize is forfeited or unclaimed for 3 months after the Prize Draw, the Promoters will select an alternate Prize Winner based on the same methodology as for selection of the original Prize Winner. An alternate Prize Winner will be drawn at the same time and venue, and using the process as stated in point 9 on Tuesday 3rd September 2024 at 10am.
- 17. The Promoters will endeavour to provide the Prize to the Prize Winner within 12 weeks after the draw. The Prize Winner must collect their prize within 30 days of the Promotors advising the Prize Winner that their Prize is available for collection. The Prize Winner will be required to attend the ACD Trade or Complete Air Supply branch closest to their residential address in the State or Territory in which the Prize has been offered in order to collect the Prize. The Prize Winner will bear the costs of travelling to that location and any other associated costs with collecting the Prize.
- **18.** The Prize Winner must provide any information and cooperation reasonably required by the Promoters to arrange for the Prize to be provided to the Prize Winner, including for the Promoters to arrange for the Prize to be registered in the name of the Prize Winner.
- 19. The combined RRP value of the six (6) Prizes is \$30,000.
- **20.** The Prize is not transferable or exchangeable and cannot be taken as cash.
- **21.** The Prize Winner consents to the Promoters using and/or publishing the Prize Winner's name and/or image, and/or quoting the Prize Winner's entry or any other statements, including for promotional purposes, in any form of media (including on social media). The Prize Winner may be photographed and/or filmed at the time of their collection of the Prize, and it is a condition of acceptance of the Prize that the Prize Winner consents to any use, publication or broadcast of such photographs or video.
- **22.** Subject to any applicable law, regulation or permit condition, if for any reason beyond the control of the Promoters this Promotion is not capable of running as planned, including for any reason which affects the administration, security, fairness or integrity of the Promotion, the Promoters reserves the right in its sole discretion, (subject to any direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the Promotion.
- 23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any guarantee or implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void (Non-Excludable Guarantees). The Promoters excludes from these Terms and Conditions all guarantees, conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non-Excludable Guarantee, the Promoters (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation, the following: (a) any technical difficulties or equipment malfunction; (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters); (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax implications; and/or (f) a Prize or use of a Prize by a winner.
- **24.** The Terms and Conditions constitute the entire agreement between the Promoters and Entrant and will be governed by the laws of Queensland, Northern Territory, Western Australia of New South Wales. If any part of these Terms and Conditions are held to be invalid or unenforceable by a court of law, it will be severed and will not affect the remainder, which will continue in full force and effect.
- 25. The Promotion is licensed under: NSW Authority Number TP/03418.