

Toyota Material Handling Australia (ABN 38 104 644 635) ("TMHA")
Live it Up - Hospitality Giveaway ("Giveaway")

GENERAL TERMS

1. The promoter of the Giveaway is Toyota Material Handling Australia, 8 Secombe Place, Moorebank, NSW 2170, telephone: 1800 425 438 (the **Promoter** or **TMHA**).
2. The Giveaway is a game of skill. The winner will be selected by a judging panel based on particulars submitted as part of the entry.
3. By entering the Giveaway or accepting a prize, entrants agree to be bound by these Terms and Conditions.
4. Entry to the Giveaway will be refused if an entrant does not meet the entrant criteria set out in these Terms and Conditions. TMHA reserves the right to verify the validity of entries and reserve the right to disqualify any entrant for tampering, or attempting to tamper, with the entry process.
5. To be eligible for the Giveaway, entrants must be 18 years of age or more on the day of judging. TMHA may request proof of age at any time.
6. The Giveaway entry period commences on Friday 14 February 2025 and closes at 11.59pm (AEDT) on Sunday 9 March 2025.
7. Officers, management and staff of TMHA, and their immediate families are not eligible to enter the Giveaway. Contractors of TMHA associated with this promotion, including their staff and immediate families and staff of the Australian Turf Club are also ineligible to enter.
8. Entrants will be permitted one entry per person. If more than one entry is received from an entrant only the first received valid entry will be valid.
9. There will be one prize winner. The winner will be decided by a judging panel based on particulars submitted as part of their entry. The winner must satisfy the requirements of clauses 5 and 7 above (**Winner**). Judging will take place on Monday 10 March 2025.
10. The prize for the Winner is Two (2) tickets to the Golden Slipper Raceday on Saturday 22 March 2025 including exclusive Slipper Club and Inner-Sanctum experiences, two nights accommodation in Sydney, ATC merchandise pack and return flights to Sydney from the winners closest capital city airport (**Prize**). The Prize must be taken as offered. The Prize cannot be transferred, exchanged or on-sold.
11. TMHA or its agent will notify the Winner by phone or email with the contact details provided on the Winner's Entry Form.
12. The Prize will be considered unclaimed if the Winner fails to accept the prize within 24 hours of contact being made.
13. A redraw to distribute an unclaimed Prize will be conducted 24 hours after the initial draw. The winner of the unclaimed Prize will be selected based on the judges ranking and will be notified by phone or email with the contact details provided with the Winner's Entry Form.
14. The Winner will be published on the TMHA Facebook page by Sunday 16 March 2025.
15. All entries become the property of the Promoter. Entries not completed in accordance with the conditions of entry or received after the closing date will not be considered. Indecipherable or incomplete entries will be disregarded. No responsibility is taken for late or misdirected entries or for incorrect or inaccurate contact information provided on the competition entry. It is the responsibility of the entrant to provide correct and accurate contact details, including address and postcode.
16. An entrant must not enter the Giveaway on behalf of any other person or accept payment or other compensation from any person to enter the Giveaway.
17. If the intended prize is unavailable for any reason, TMHA may substitute a prize of equivalent value.
18. Entrants' personal information provided in connection with the Giveaway will be handled by the Promoter in accordance with the Promoter's Privacy Policy, which is available at www.toyotamaterialhandling.com.au/privacy-policy/
19. The personal information collected as part of the entry is collected for the purposes of facilitating the conduct of the promotion and awarding the prize. The Promoter may enter all personal information provided in relation to the Giveaway and other related documentation into a database. An entrant's personal information will only be used by or disclosed to the Promoter, and its related bodies corporate, agents and contractors for this purpose.
20. The Winner agrees to participate in any news media activities surrounding the promotion and may be filmed, photographed and/or interviewed with his or her name and images used by the Promoter, sponsors and other third parties for future promotional, marketing and publicity purposes.
21. If for any reason the Giveaway promotion is not capable of running as planned (including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion), the Promoter will not be liable for any failure to perform or delay in performing its obligations and reserves the right (subject to any written directions given under applicable law) to cancel, terminate, modify or suspend the Giveaway. The Promoter is not responsible for any malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website.
22. The Promoter and their related bodies corporate, their officers, employees, agents and sponsors will not be liable for any loss, damage, costs or personal injury whatsoever (including but not limited to direct, indirect and consequential loss, or loss of profit or any other economic loss) suffered or sustained by any person or property, by reason of any act or omission, deliberate or negligent, in connection with the Giveaway, the promotion and advertising of the Giveaway, downloading any materials connected with the Giveaway, or accepting or the use of the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
23. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
24. Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
25. The Promoter's decision in relation to any aspect of the Giveaway is final and binding on every entrant. No correspondence will be entered into.
26. These Terms and Conditions are governed by the laws of New South Wales and entrants agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.
27. The Promoter may vary these terms and conditions at its discretion, subject to state government legislation.