



DRIVING SURFACE PERFECTION™

U-POL Australia Facebook Like Promotional Terms and Conditions as at 01/10/2019 to 28/02/2020

1. Information on “how to enter” and prizes form part of conditions of entry. Entry into this competition deems acceptance of these terms and conditions. Entries not completed in accordance with these terms and conditions will be deemed invalid.
2. Entry is open to all residents of Australia (“Eligible Persons”), except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, de-factor spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin. The Promoter is U-POL Australia PTY LTD, 6 Cassola Place, Penrith NSW 2750 [126 335 92 819](tel:12633592819)
3. The competition commences on [01/10/19](#) at 09:00am and closes on 28/02/2020 at 5:00pm AEST (“Promotional Period”).
4. To enter, Eligible Persons must enter the promotion via the website [www.u-pol.com.au/win](http://www.u-pol.com.au/win). To enter Eligible Persons must provide a response to the competition by telling us in 25 words or less “Like our Facebook page – upload a picture of you using the product and tell us why you like it”.
5. Only one (1) entry per month permitted per Eligible Persons. If multiple entries for one person are submitted, that entrant will only be judged on their first entry.
6. The Promoter reserves the right, at any time, to verify the validity of entries and authorised representatives and reserves the right to disqualify any authorised representative for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. This is a game of skill and chance plays no part in determining any winner. Each entry will be individually judged based on the answer given. The Promoter’s decision is final and no correspondence will be entered into.
8. The total prize value **per month** is A\$1000.00 as at 01/10/2019. There are three prizes. First Prize is a Visa voucher card valued at \$500.00; Second prize is U-POL Raptor Product valued at \$350.00; Third Prize is 1 x U-Pol gift pack valued at \$150.00. Price value is regular retail value.
9. The winners will be notified by phone, social media or email on 30 day of the month during the promotional months.
10. Prize confirmation will be sent within 1 week via email.
11. If the Promoter is unable to contact the winner to claim fulfillment of the promotional prize, or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
12. Prize to be redeemed directly with U-POL. The prize cannot be replaced if lost or stolen nor redeemed for cash. The prize must be taken as offered and cannot be varied.
13. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner’s parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner’s legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner’s entitlement to the prize, subject to State and Territory legislation.
14. If for any reason this competition is not capable of running as planned including infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter [subject to

U-POL AUSTRALIA PTY LTD PO BOX 375 SPRINGWOOD NSW 2777 AUSTRALIA

T: 02 4731 2655 F: 02 4731 2611 E: [INFO@U-POL.COM.AU](mailto:INFO@U-POL.COM.AU) W: [WWW.U-POL.COM.AU](http://WWW.U-POL.COM.AU)

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state and territory legislation] reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion.

15. Any cost associated with accessing the competition is the entrant's responsibility and is dependent on the Internet service provider used.

16. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (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 Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

17. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.

18. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

19. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

20. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

21. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

22. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. We would like to contact you for an unlimited period to keep you informed about future products, services and events, until you decide to opt out. U-POL Pty Ltd and its related entities collect entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners), and, you consent, for the purpose of U-POL sending you promotional and direct marketing material in relation to U-POL and its products. You may request access to your personal information by writing to Managing Director at U-POL Pty Ltd, 16 Cassola Place, Penrith NSW.

23. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to grant the Promoter a perpetual and non-

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exclusive license to use such footage and photographs in all media worldwide and the winners (and their companions) will not be entitled to any fee for such use.

24. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

25. The Promoter collects personal information in order to conduct the competition and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

26. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever suffered, including but not limited to direct or consequential loss, or personal injury suffered or sustained during the course of prize winning trips or in connection with the redemption of and/or use of any other prizes. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

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