

Terms and Conditions

Varley Vehicles Let's Innovate Competition

1. General

- 1.1 Instructions on how to enter and other details contained within promotional advertisements for the competition form part of the conditions of entry.
- 1.2 Participation in the competition is deemed to be acceptance of these Terms and Conditions.
- 1.3 This competition is being run by the Varley Group, 21 School Drive, Tomago NSW.
- 1.4 An Entry that does not, in Varley Group's opinion, comply with these Terms and Conditions may be disqualified.
- 1.5 Varley Group reserves the right at any time to cancel, modify or supersede the competition (including altering the Prize) if, in Varley Group's sole discretion, the competition is not capable of being conducted as specified.

2. Eligibility

- 2.1 Only eligible entrants can enter the competition.
- 2.2 An eligible entrant is a person who is:
 - (i) a natural person, aged 16 or older;
 - (ii) a resident of Australia; and
 - (iii) and who is not:
 - a) an employee, director or management of Varley Group;
 - b) an immediate family member of an employee, director or management of Varley Group, including a spouse, child, parent or sibling; or
 - c) a consultant, contractor or agent, or an employee of a consultant, contractor or agent, engaged by Varley Group to deliver the competition.

3. Competition duration

- 3.1 The competition will commence 8.00am AEST on Tuesday 3 September 2024 (commencement date).
- 3.2 Entries for the competition will close on the 5pm Friday 6 September 2024 AEST (closing date).
- 3.3 The competition will run for 3 days only with one prize draw only.
- 3.4 No late entries will be eligible to enter the competition.

4. Entry method

- 4.1 Eligible entrants will be required to register for the competition via having their AFAC delegate details scanned or by filling out an entry form at the Varley Vehicles stand at the AFAC 2024 conference.
- 4.2 Eligible entrants will receive one entry during the competition period.
- 4.3 The entry must be received by Varley Group before the closing date for the entry to be eligible to be automatically entered into the draw of the competition.
- 4.4 Varley Group is not responsible for late entries, or for any technical difficulties during the competition period.

- 4.5 An attempt to enter the competition not strictly in accordance with these terms and conditions will be a 'non-conforming entry'.
- 4.6 Varley Group has no obligation whatsoever (at law or otherwise) in respect of non-conforming entries.
- 4.7 Varley Group may, at any time, take whatever action it considers necessary to verify the validity of entries or determine whether entries are non-conforming entries.
- 4.8 Varley Group may disqualify any entry, which in Varley Group's absolute discretion:
 - (i) is not in accordance with these terms and conditions;
 - (ii) is incomplete or indecipherable;
 - (iii) is made by an entrant who tampers, or attempts to tamper, with the entry process;
 - (iv) is made in pursuit of an unlawful or other improper purpose; or
 - (v) is made to jeopardise, or attempt to jeopardise, the fair and proper conduct of the competition.

5. Prize details & conditions

- 5.1 One prize will be awarded to one winner of the competition.
- 5.2 The prize is comprised of one Apple Watch Series 9 with an approximate value of \$596.
- 5.3 All components of the prize are non-transferable, non-refundable, non-redeemable for cash, nor substitute prizes, or other goods or services.
- 5.4 The prize cannot be gifted to other persons in lieu of the winner not being able to collect the prize.
- 5.5 Once the prize has been collected by the winner, Varley Group accepts no responsibility for any costs or associated administration with the prize including warranty.
- 5.6 Subject to the terms and conditions referred to in clause 5.3 above, if for any reason the winner does not, take the prize (or a component of the prize) at the time stipulated, then the prize (or that component of the prize) will be forfeited and will not be redeemable for cash.
- 5.7 The winner of the prize should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 5.8 All costs associated with redeeming the prize will be the responsibility of the winner.
- 5.9 All other costs and expenses associated with the prize, beyond the specified prize, will be the responsibility of the winner. The winner is not entitled to any compensation if the winner is unable to use all or any part of the prize for whatever reason.
- 5.10 If the prize, or any part of the prize, becomes unavailable due to circumstances beyond Varley Group's control, Varley Group may at its absolute discretion substitute a different prize in place of any prize referred to in these terms and conditions.

6. Competition Winner

- 6.1 The winner will be drawn at random from all entries received on Monday 9/9/2024 at 3pm AEST.
- 6.2 Varley Group's decision will, at all times, be final and no correspondence will be entered into.

7. Winner notification

- 7.1 Varley Group will notify the winner on the draw date using the contact details specified on their entry.

- 7.2 Within 14 days of the notification being given to the winner, the winner will be required to respond to Varley Group as instructed in the notification. If the winner cannot be contacted or does not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
- 7.3 Varley Group will notify the winner when and where the prize can be collected.
- 7.4 Varley Group may request that the winner provide proof of identity, age, and proof of residency as a condition of receipt of the prize.
- 7.5 Varley Group will not be liable for any delivery or travel costs associated with claiming a prize.

8. Publicity

- 8.1 It is a condition of accepting the prize that Varley Group has the right to publicise the winner for any promotion or matter incidental to the competition, if required.
- 8.2 If the winner chooses to accept the prize, by accepting the prize the winner is agreeing to participate in any news or media activity surrounding the competition and the publication of their name and entry on Varley Group's website, social media sites and other marketing material owned by Varley Group
- 8.3 The winner will be given the choice to opt out of any publicising outlined in 9.1 and 9.2 above.

9. Disclaimers

- 9.1 Neither Varley Group nor any of its personnel, will be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided.
- 9.2 Neither Varley Group nor any of its personnel, will be liable to any person for any loss or damage sustained or incurred if, for any reason, the competition is suspended, varied or terminated at any time, with or without prior warning or publicity.
- 9.3 Varley Group is not responsible for inaccurate prize details supplied to any entrant by a third party connected with this competition.
- 9.4 No responsibility can be accepted for entries not received for whatever reason.

10. Reserved rights

- 10.1 Varley Group's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
- 10.2 If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of Varley Group which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, Varley Group reserves the right in its sole discretion to disqualify any person who tampers with the entry process. Varley Group assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

11. Privacy

- 11.1 Entrants into the competition will be considered marketing contacts in the Varley Group database and will be giving consent to receive general marketing and product news updates.