

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

**GENERAL TERMS**

1. The promoter of the Lucky Draw is Toyota Material Handling Australia, 8 Secombe Place, Moorebank, NSW 2170, telephone: 1800 425 438 (the **Promoter** or **TMHA**).
2. The Lucky Draw is a game of chance, not skill. The Lucky Draw will be conducted randomly by computer selection.
3. By entering the Lucky Draw or accepting a prize, entrants agree to be bound by these Terms and Conditions.
4. Entry to the Lucky Draw 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 Lucky Draw, entrants must be 18 years of age or more on the day of the Lucky Draw. TMHA may request proof of age at any time.
6. The Lucky Draw entry period commences Wednesday 13 March 2024 and closes at 11.59pm (AEDT) on Monday 1 April 2024.
7. Officers, management and staff of TMHA, and their immediate families are not eligible to enter the Lucky Draw. 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 the first valid entry selected from a single draw containing all valid entries by a random computerised lucky draw, who satisfies the requirements of clauses 5 and 7 above (**Winner**). The draw will take place 10.00am (AEDT) on Tuesday 02 April 2024.
10. The prize for the Winner is Two (2) tickets to Schweppes All Aged Stakes Day on Saturday 20 April including access to the Grand View Dining Room (includes Members access, meal and beverage package), 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 drawing.
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 by random computer selection from a draw containing all remaining valid entries 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 7 April 2024.
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 Lucky Draw on behalf of any other person or accept payment or other compensation from any person to enter the Lucky Draw.
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 Lucky Draw will be handled by the Promoter in accordance with the Promoter's Privacy Policy, which is available at [www.toyotamaterialhandling.com.au/privacy-policy/](http://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 Lucky Draw 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 Lucky Draw 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 Lucky Draw. 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 Lucky Draw, the promotion and advertising of the Lucky Draw, downloading any materials connected with the Lucky Draw, 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 Lucky Draw 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.