



## SECOND CHANCE DRAW TERMS AND CONDITIONS

1. The Promoter is Zenoptic Industries Pty Ltd trading as Teralume Industries ABN 36 635 440 014, Shop 2/12 Newspaper Place Maroochydore, Queensland 4558 Australia. Contact number is: +61 7 5357 8775.
2. Only residents of Australia aged 18 years of age or older (Participant) are eligible for the Competition.
3. The following person(s) are ineligible to enter the Competition:
  - a. employees of:
    - i. the Promoter; and
    - ii. the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)
    - iii. and associated agencies, companies and contractors; or
  - b. members of the Immediate Families of the employees referred to in paragraph 2(a).
  - c. **Immediate family** means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto 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.
  - d. Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto 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.
4. The Competition commences at 9am AEST on Tuesday 4th August 2020 and closes at 12am AEST on Sunday 23rd August 2020 (**Competition Period**). The Promoter may extend the Completion Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be posted on <https://www.teralumeindustries.com/>. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
5. For the Participant to be eligible to compete in the Competition, each of the following must be satisfied the
  - a. Participant must enter the Competition:
    - within the Competition Period;
    - in the strict manner specified on the entry form for the Competition; and c) by the method specified on the entry form for the Competition.
6. A Participant may only submit one entry form during the Competition Period.
7. One winner will be drawn and be awarded a set of ICON LED Driving Lights 8.5 Inch valued at AUD \$699.
8. The prize(s) is/are not redeemable for cash and is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
9. By entering into the Competition the Participant is deemed to have accepted these terms and conditions.
10. The winner will be determined at Shop 2/12 Newspaper Place Maroochydore, Queensland 4558 on Monday 24th August 2020 at 9am. The winner will be notified via the email address supplied by 5pm Monday 24th August 2020. The results will be published on the Teralume Industries website and sent via email by Tuesday 25th August 2020.
11. The winner must claim their prizes by responding by email and providing contact details to organise delivery by Monday 7th September 2020.
12. If the winner does not respond to Teralume Industries by email by Monday 7th September 2020 they will forfeit their prize and another winner will be drawn.
13. This is a game of chance and a random number generator will be used to determine the winner.
14. At the time of redeeming the prize the winner may be required to confirm their identity as directed by the Promoter.
15. The prize is/are not redeemable for cash and is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.

16. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified
  - a. by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Competition or any prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
17. All entries become the property of the Promoter. All entries will be entered into a database and the entrants' names and addresses may be used as detailed in the privacy collection statement which accompanies these terms and conditions.
18. The Promoter may cancel the competition and not award the prize(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the prize(s). Should the Promoter cancel the Competition the Promoter will:
  - a. advertise that the Competition has been cancelled by placing a notice on the website
  - b. promptly destroy all entries received; and
  - c. not use the personal information that any Participant has provided on the entry form.
19. All prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any prize to the extent permitted by law. The Promoter reserves the right to substitute any prize with a prize of equal or greater value (including where the prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The prize and/or any element of the prize must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their prize and/or any element of the prize as stated.
20. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a prize or participating in this Promotion, except for any
  - a. liability which cannot be excluded by law. The Promoter is not responsible for defective prizes, lost or stolen prizes or misuse of any prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

*We take your privacy very seriously, by entering this competition, you accept the privacy practices contained in our Privacy Policy located online here <https://www.teralumeindustries.com/privacy-policy/>*