

# TERMS OF ENTRY

## Schedule to Terms of Entry (Schedule)

<b>Promotion name</b>	50 Years of Canter Giveaway ( <b>Promotion</b> )
<b>Eligible States/Territories</b>	All states and territories in Australia
<b>Promotion Period</b>	Start: 01 Sep 2021 9:00 AM AEST End: 30 Dec 2021 5:00 PM AEDT No entries will be accepted outside this time.
<b>Promoter</b>	Daimler Truck and Bus Australia Pacific Pty Ltd ( <b>DTB</b> ) ABN: 86 618 413 282 41 Lexia Place Mulgrave VIC 3170
<b>Eligible Entrants</b>	Entry into the Promotion is open to Australian residents in all Eligible States/Territories who fulfil the Method of Entry requirements and are 18 years of age or older, but excludes Government and fleet rental agencies.
<b>Prizes</b>	3 x Prize Winners in total. Each Prize Winner will receive \$66,000 (incl. GST) cash prize only ( <b>Prize</b> ).
<b>Total number of Prizes</b>	3
<b>Total prize value</b>	Total prize pool (incl. GST): \$198,000.00
<b>Method of Entry</b>	To be eligible to enter the Prize Draw, an Eligible Entrant must:  Purchase a new ' <b>50th Anniversary Fuso</b> ' Canter Built Ready 515 narrow cab alloy tray or a new ' <b>50th Anniversary</b> ' Fuso Canter Built Ready 515 wide cab alloy tray at any authorised Fuso dealership in Australia during the Promotion Period ( <b>Eligible Vehicle</b> ), while stocks last or unless extended at the full and final discretion of DTB. All purchasers who purchase an Eligible Vehicle will receive one (1) entry per Eligible Vehicle, and go into the Prize Draw ( <b>Entry</b> ). Once the Eligible Vehicle

	<p>has been delivered and full payment has been made, the authorised Fuso dealer selling the Eligible Vehicle will provide the Eligible Entrant a Registration Form to complete to Enter the Promotion. The Registration Form can be completed in hard copy or electronically. The Eligible Entrant named in the Registration Form must be the same legal entity/ person as named as the purchaser of the Eligible Vehicle. The authorised Fuso dealer will then submit the completed form as Entry on behalf of the Eligible Entrant by emailing the relevant National Marketing Manager and the Business Development Manager at DTB.</p> <p>Three (3) Entries will be selected under the Prize Draw to receive a cash prize of \$66,000 each only.</p> <p>Eligible Entrants must retain copies of all Eligible Vehicle Purchase Contract/s and Eligible Vehicle delivery receipts for all Entries. Entries by the Eligible Entrant may otherwise be declared invalid if in the reasonable opinion of the Promotor, eligibility cannot be established. Eligible Entrants must pay the total purchase price in cleared funds and take delivery of the Eligible Vehicle prior to the Prize Draw, otherwise the Entry may be declared invalid.</p> <p>By submitting an Entry into the Prize Draw, all Eligible Entrants agree to the Terms of Entry.</p>
<p><b>Maximum number of entries</b></p>	<p>One (1) entry per VIN (<b>vehicle purchase</b>).</p>
<p><b>Prize Draw</b></p>	<p>A random prize draw, in the presence of an independent scrutineer, will occur 3:00 PM AEDT on 17 January 2022. The first three (3) entries to be selected will win the Prize (<b>Prize Winners</b>).</p> <p>Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000</p>
<p><b>Notification of Prize Winners</b></p>	<p>Each Prize Winner will be notified via email &amp; phone no later than 18 January 2022.</p> <p>In the event a Prize Winner cannot be contacted or do not claim their Prize by 5:00 PM AEST on 16 April 2022, the Prize Winner is deemed to have forfeited the Prize and a subsequent random Unclaimed Prize Draw will take place.</p>
<p><b>Public announcement of Prize Winners</b></p>	<p>The names of each Prize Winners will be published here: <a href="http://www.fuso.com.au/news">www.fuso.com.au/news</a> on 31 January 2022.</p> <p>Winners consent to the Promoter using the Prize Winner's name, likeness, image and/or voice (including photograph, video, and/or audio recording as relevant and available) in any media for an unlimited period without</p>

	remuneration for the purpose of promoting this Promotion, and promoting any products manufactured, distributed and/or supplied by the Promoter.
<b>Unclaimed Prize Draw</b>	<p>If required, a random Unclaimed Prize Draw, in the presence of an independent scrutineer, and subject to any directions from a regulatory authority, will occur 3:00 PM AEST on 17 April 2022.</p> <p>Location of draw:  Trade Promotions and Lotteries Pty Ltd  Level 2  11 York Street  Sydney NSW 2000</p>
<b>Notification of Unclaimed Prize Draw Prize Winners</b>	<p>Unclaimed Prize Draw Prize Winner/s will be notified via email &amp; phone no later than 18 April 2022.</p> <p>In the event an Unclaimed Prize Draw Prize Winner cannot be contacted or does not claim their Prize within a month of the Unclaimed Prize Draw, the Unclaimed Prize Draw Prize Winner will be deemed to have forfeited the Prize and there will not be any further draws for unclaimed prizes.</p>
<b>Public announcement of Unclaimed Prize Draw Prize Winners</b>	<p>The Unclaimed Prize Draw Prize Winner/s will be published here:  <a href="http://www.fuso.com.au/news">www.fuso.com.au/news</a> on 01 May 2022.</p> <p>Unclaimed Prize Draw Prize Winners consent to the Promoter using the Unclaimed Prize Draw Winner's name, likeness, image and/or voice in the event that they are a winner (including photograph, video, and/or audio recording as relevant and available) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion , and promoting any products manufactured, distributed and/or supplied by the Promoter.</p>
<b>Permit reference</b>	<p>Authorised under</p> <p>NSW Authority No. TP/01248  SA Permit No. T21/01343  ACT Permit No. TP 21/1226</p>
<b>Promoter's Privacy Policy</b>	<p>The Promoter's Privacy Policy is published here:  <a href="http://www.daimlertrucks.com.au">www.daimlertrucks.com.au</a></p>

## Terms of Entry

1. Information contained in the Schedule to the Terms of Entry form part of these terms & conditions (**Terms of Entry**). These Terms of Entry must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of Entry. Where there is any inconsistency between these Terms of Entry and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of Entry.
2. Entry is open only to legal residents of the Eligible States/Territories who are 18 years of age or older and satisfy the Method of Entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-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.
3. Eligible Entrants are responsible for ensuring that any information provided as part of their Entry is complete and correct. Incomplete, incorrect, indecipherable, illegible or late Entries will be invalid.
4. The Promotion will be conducted during the Promotion period, as outlined in the Schedule.
5. The Prize/s are specified in the Details of prizes section of the Schedule.
6. The total prize pool is specified in the Total prize value section of the Schedule.
7. Any Prize is valued in Australian dollars unless expressly stated to the contrary.
8. Any Cash prize will be distributed via EFT. Details of the transfer to the winner's account will be confirmed at the time of contacting the Prize Winner in accordance with the Notification of Prize Winners section of the Schedule.
9. Prize Winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to acceptance of their Prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
10. Entrants must follow the Method of Entry during the Promotion Period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.

11. The time of Entry will be deemed to be the time the Entry is received by the Promoter.
12. Entrants may submit up to the Maximum number of Entries (if applicable).
13. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
14. The Prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize Draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the Promoter will then continue this process until the prize is awarded.
15. The Prize Winner does not need to be present at the Prize Draw unless expressly stated to the contrary.
16. The Prize Winner(s) will be notified in accordance with the Notification of Prize Winners and Notification of Unclaimed Prize Winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the Prize Winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the Prize(s) can be claimed.
17. The Promoter takes no responsibility where it is unable to contact Prize Winners who have not provided correct or complete contact details. If an Entrant's contact details change during the Promotional Period, it is the Entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
18. It is a condition of accepting any Prize that the Prize Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements. Prize Winners may be asked to produce proof of identity, age, driver's licence and place of residence and may be required to sign a legal release and indemnity in a form determined by the Promoter in its absolute discretion. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
19. Each Prize must be taken as stated and no compensation will be payable if a Prize Winner is unable to use the Prize as stated.
20. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of Prize Winners section of the Schedule (if applicable).

21. If the Prize(s) has not been claimed by the Unclaimed Prize Draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed Prize Draw in accordance with the Unclaimed Prize Draw section of the Schedule (if applicable). In the event the Unclaimed Prize Draw takes place, the Promoter will attempt to contact the Unclaimed Prize Draw Prize Winner(s) in accordance with the Notification of Unclaimed Prize Draw section of the Schedule, and if applicable, the name and State/Territory of residency of any Prize Winner(s) of the Unclaimed Prize Draw will be published in accordance with the section of the Schedule entitled Public announcement of Unclaimed Prize Draw Prize Winners. If a Prize is no longer available the Promoter may substitute with a Prize of higher or equal value subject to any written directions from a regulatory authority. The Promoter is not allowed to deduct any administrative costs associated with provision of the Prize.
22. Nothing in these Terms of Entry limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury and any loss or damage (including loss of opportunity), whether direct, indirect, special, contingent or consequential, arising in any way out of the following: (a) the promotion; (b) any technical difficulties, equipment malfunction, access to or availability of websites and applications (whether or not under the Promoter's control); (c) any fraud, theft, unauthorised access or third party interference; (d) 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; or (e) taking or use of all or part of a prize (including without limitation any loss, damage, injury or death resulting from an accident).
23. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any Prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of Prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an Eligible Entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the Prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

24. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
25. Without limiting any of the foregoing, in no circumstances will an Eligible Entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
26. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of Prizes.
27. The Promoter may in its absolute discretion not accept a particular Entry, may disqualify an Entry, or cancel the entire Promotion at any time without giving reasons and without liability to any Eligible Entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, Prize claims and Entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of Entry or who manipulates or tampers with the entry process. In the event that a Prize Winner breaches these Terms of Entry, the Prize Winner will forfeit the Prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. Where a Prize is unavailable for any reason, the Promoter may substitute the Prize for another item of equal or higher value subject to any written directions from a regulatory authority.
29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of Entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, or subject to approval of the relevant authorities modify, suspend, terminate or cancel the Promotion entirely, as it determines appropriate.
30. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their Entry and any related content to the Promoter, including any copyright or other intellectual property rights in the Entry and related content. Without limiting this, the Promoter may use Entry content for any and all purposes

including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.

31. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
32. The collection and disclosure of personal information provided in connection with this Promotion will be handled in accordance with the Promoter's Privacy Policy which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.
33. The Promotion and these Terms of Entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
34. Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.
35. The Promoter is not liable for any failure to comply with these Terms of Entry. If a provision in these Terms of Entry is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms of Entry, and the rest of these Terms of Entry remains in full force and effect.

These Terms of Entry constitute the entire agreement between the Eligible Entrant and the Promoter as to its subject matter. The Promoter's decision regarding all aspects of this Promotion is final and no correspondence will be entered into.