

GARMIN CHRISTMAS CASH PROMOTION

HOW TO ENTER

To be eligible to enter, individuals must purchase any Garmin nüvi GPS from any participating store (excluding purchases made through any online bidding or auction websites) nationally between 01/11/09 and 31/12/09.

To receive an automatic entry into the draw, eligible entrants must then register their Garmin nüvi GPS by visiting <https://my.garmin.com/mygarmin/customers/myGarminHome.faces>, and inputting the requested details including full name, email, address and telephone number by 11:59pm AEDST on 31/01/10.

TERMS AND CONDITIONS

- Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, 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 1st cousin.
- The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
- Incomplete, indecipherable or illegible entries will be deemed invalid.
- Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement; and (b) each entry must be submitted separately and in accordance with entry requirements.
- Entrants must retain a photocopy of purchase receipt(s) for all entries as proof of purchase. Failure to produce the original of purchase receipt(s) for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.
- Promotion commences on 01/11/09 and ends in-store 11:59pm AEDST on 31/12/09. Final entries close 11:59pm AEDST on 31/01/10. The draw will take place at Anisimoff Legal – Advertising Marketing and Media Lawyers, Suite 1, Level 1, 34 Chandos Street, St Leonards NSW 2065 on 19/02/10 at 3:00pm AEDST. Winners will be notified by mail and winners' names will be published in The Australian on 25/02/10.
- The Promoter's decision is final and no correspondence will be entered into.
- The first six (6) valid entries drawn will each win \$10,000 cash. Cash prizes will be awarded in the form of a cheque.
- Total prize pool value is \$60,000.00. Prizes are not transferable or exchangeable.
- A draw for any unclaimed prizes may take place on 04/06/10 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners' names will be published in The Australian on 11/06/10.
- Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 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 Promotion, 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 the prize.
- The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, 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, publicity, research and profiling 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.
- The Promoter is Garmin Australasia Pty Ltd (ABN 85 129 153 448) of Unit 19, 167 Prospect Highway, Seven Hills NSW 2147. Telephone: 1800 235 822. NSW Permit No. LTPS/09/9453, VIC Permit No. 09/3213, ACT Permit No. TP09/3982, SA Permit No. T09/2392.