

Trade Promotion – Game of Chance

Schedule to Terms of Entry

Name of Promotion:	Win a tour of Maton Guitars!
Promoter:	Maton Guitars Pty Ltd ABN: 34004320361 Address: 6 Clarice Road, Box Hill, Vic Email: info@fmaton.com.au
Entry Restrictions:	Entry is open to all people who are Australian residents, have purchased and registered the warranty of a new Maton Guitar <u>Entry is open ages 18 and over.</u> The Promoter may, in its sole and absolute discretion verify an Entrant's eligibility to enter this Promotion and win a Prize. Representatives of the Promoter may contact Entrants to determine their eligibility, however, if an Entrant is spoken to by a representative of the Promoter, it does not mean they have been selected as a Winner and they may not be awarded a Prize.
Promotion Period(s):	Starts 9:00am (AEDT) Friday 15 November 2024 Ends 6:00pm (AEDT) Tuesday 31 December 2024 2024
Entry Method:	Entrants must, during the Promotion Period, enter the Promotion through the online form. For a submission to be a Valid Submission , the Entrant must: <ol style="list-style-type: none"> 1. Fully and Accurately Register the warranty of their new Maton Guitar 2. Upload their receipt/Proof of Purchase 3. Agree to receive communications from the Maton Mailing list
Entry Limits:	All entries must be received during the Promotion Period. Entrants may only enter the Promotion once per guitar warranty. Only Residents of Australia may apply
Draw Details:	One draw from all valid entries held by the Promoter as at the End of the Promotion Period will take place: Time: between 10:00am (AEDT) and 6:00pm (AEDT) Date: Friday 10th January 2025 Place: Maton Guitars Head office announce publicly by 6.00pm Friday 10th of January
Prize Details:	There are three [3] Prizes to be won:
Prize Value:	<ul style="list-style-type: none"> • One [1] x \$1000 Travel Voucher and Factory Tour. • 2nd prize: Merch Pack worth RRP \$365 (Capo, Strap-BI, Clip On Tuner, Maton Book, Stubby Holder, Cap, Signature Tee Shirt + Hoodie) • 3rd prize: Merch Pack worth \$170 RRP- Capo, Strap BI, Clip On Tuner, Signature Tee Shirt
Total Prize Value:	1) 1\$1000 2) \$365 3)\$170
Winner Notification:	The Winners will be notified via email by 6:00pm (AEDT) Friday 10 January 2025.
Prize Claim Date and Time:	

Prize Delivery:	The Prize will be sent to the Winner's nominated email or Australian postal address.
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TRADE PROMOTION – GAME OF CHANCE

TERMS OF ENTRY

INTRODUCTION

1. These Terms of Entry together with the Schedule to the Terms of Entry (collectively referred to as the “*Terms and Conditions*”) form the rules of entering the Promotion. By participating in the Promotion, the Entrant(s) accept these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid. The Promoter reserves the right to disqualify any Entrant(s) and/or Winner(s) who does not comply with these Terms and Conditions.

2. The Entrant(s) consents to the Promoter using their photograph, name, likeness, image and/or voice in the event they are a Winner (including any photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

4. The Promotion is only open to an individual who complies with the Terms and Conditions, including but not limited to the Entry Procedure and Entry Restrictions.

5. Employees of the Promoter, and Employees immediate families, and agencies associated with this Promotion are ineligible to enter the Promotion.

6. Entries must be submitted by an individual (not via any agency or similar).

3. In the event there is any discrepancy between these Terms of Entry and the Schedule to the Terms of Entry, then the Schedule to the Terms of Entry will prevail.

ELIGIBILITY

7. If a winning entry is deemed to have not complied with the Terms and Conditions, the Promoter reserves the right to discard that Entrant's entry and proceed as if that Entrant had not entered the Promotion.

8. The Promoter reserves the right to disqualify any Entrant(s) and may refuse to award any Prize to an Entrant who is ineligible, or who has violated any rule of the Terms and Conditions, gained an unfair advantage in participating in the Promotion, or obtained Winner status using fraudulent means.

9. If due to any reason whatsoever the Promoter becomes aware, after an Entrant has won a Prize, that the Entrant has not complied with these Terms and Conditions, that Entrant will have no entitlement to the Prize, even if the Promoter has announced such Entrant as a Winner and the Entrant will be required, at the direction of the Promoter, to return, refund, or otherwise make restitution of the Prize.
10. Entries must be received by the Promoter during the Promotion Period. Late and/or incomplete entries will be disqualified.
11. Entries that, in the Promoter's judgement, are offensive, defamatory, or otherwise objectionable, or inappropriate, or that infringe any third party rights will be invalid.
12. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including requiring an Entrant to provide identification and evidence of eligibility such as proof of identity, age, and place of residence) and to disqualify any Entrant(s) who submits an entry that is not in accordance with these Terms of Entry or who tampers with the Entry Method.
13. Identification of an Entrant considered suitable for verification is at the Promoter's discretion including (without limitation) proof of identity, proof of age, and proof of residency. Errors and omissions of identification will be accepted at the Promoter's discretion.
14. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

HOW TO ENTER

15. Entry to this Promotion will be published on the Promoter's Website

Entry to this Promotion is in accordance with the Entry Method of the Schedule to the Terms of Entry.

16. To enter this Promotion, an Entrant must, during the Promotion Period complete the relevant step(s) as set out in the Entry Method section of the Schedule to the Terms of Entry.

17. Upon validly completing the relevant steps set out in the Entry Method of the Schedule to the Terms of Entry, an Entrant will receive the number of entries specified in the Entry Method section of the

Schedule to the Terms of Entry. The number of entries permitted per Entrant is specified in the Entry Method section of the Schedule to the Terms of Entry. Failure to abide by this condition may forfeit previous entries by the Entrant(s).

18. Entries must be received by the Promoter within the Promotion Period.
19. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed,

illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure, or otherwise.

20. If entries are to be submitted via email, then such entries are deemed to be received at the time of receipt into the Promoter's database and not at the time of transmission by the Entrant(s).
21. By submitting an entry to the Promotion, the Winner(s) agrees, at the Promoter's request, to participate in any promotional activity regarding their win and consent to their name or image being used in any promotional material for the Promoter.

SELECTION OF WINNERS (GAME OF CHANCE)

22. Where the Promotion involves a draw, the draw will be conducted in accordance with the Draw Details. The Prize(s) will be awarded to the valid Entrant(s) in accordance with the Prize Details.
23. If there is more than one Prize, the first valid entry will be awarded the First Place Prize and any subsequent Prizes will be awarded in the order in which valid entries are drawn.
24. The Prize Details and Prize Value are as specified in the Schedule to the Terms of Entry. The Total Prize Value for this Promotion will not exceed AUD\$3,000.00. The Promoter takes no responsibility for any variation in the Prize Value between the publication date of the Promotion and the date the Prize is taken.
25. If any Prize is not claimed by the Prize Claim Date and Time, therelevant Winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as applicable and as necessary to distribute the Prize(s), subject to any directions given by any relevant authority.
26. In the circumstances of an Unclaimed Prize Draw, and where a Prize is no longer capable of being redeemed, the Unclaimed Prize Draw Winner(s) will receive a Prize, as determined by the Promoter, of equivalent value (as if the original Prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the relevant state/s, if required.
27. If no Unclaimed Prize Draw Date is specified, any unclaimed Prize(s) will be distributed at the Promoter's discretion.

PRIZE

28. The Winner(s) will receive the Prize(s) as set out in the Prize Details section of the Schedule to the Terms of Entry.

29. The value of each prize comprising the Prize pool and the total prize pool value is set out in the Prize Value section of the Schedule to the Terms of Entry.
30. The Winner(s) (and as applicable, the Winner's guest and/or companion) must adhere
31. to any territorial and age restrictions as detailed in the Schedule to the Terms of Entry when entering the Promotion and taking the Prize(s).
32. Except where specifically provided for by the Promoter as part of the Prize, the Winner(s) (and as applicable, the Winner's guest and the Winner's companion) are responsible for organising and paying for all costs associated with redeeming the Prize including but not limited to flights, transport, parking, insurance, transfers, meals, spending money, incidentals, accommodation, and other ancillary costs. For the avoidance of doubt, in no instance will "spending money" be included in the Prize.
33. If a Prize involves a Show element, such Prize element must be taken in accordance with the Show Date as set out in the Entry Restrictions and/or as nominated by the Entrant in the Entry Method in the Schedule to the Terms of Entry.
34. Rights to receive the Prize(s) are non transferable or exchangeable and shall not be taken as cash, unless otherwise advised by the Promoter in its absolute discretion. For clarity, in for any reason a Winner does not take any element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be deemed forfeited by the Winner(s) and no other alternative Prize or cash will be supplemented for the element of the Prize forfeited.
35. The Promoter accepts no responsibility for any tax liability incurred as a result of Entrant(s) winning the Prize(s). Entrants should obtain independent tax and financial advice.
36. If a Prize involves a meet and greet element, such Prize element is subject at all times to the availability of the applicable third party and will be at the discretion of such third party. The Promoter will not be

liable for the failure of the Winner(s) and any accompanying guest(s) to meet the third party for any reason and no cash or alternative Prize will be awarded in lieu of that element of the Prize.

36. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of Prizes. Prizes will be provided by the Promoter to the Winner(s) as stated in the Prize Delivery section of the Schedule to the Terms of Entry.

37. A Winner is deemed to be notified by the Promoter upon transmission of an electronic message (including but not limited to email and SMS and/or publication via any relevant social media platform) to the contact details

supplied by the Winner(s) in the entry process and/or the contact details supplied to the Promoter during verification of the Entrant's eligibility.

38. Where a Prize or an element of a Prize is to be posted to the Winner's postal address as set out in the Prize Delivery of the Schedule to the Terms of Entry, such Prize is deemed to be delivered upon postage by the Promoter to the Winner's postal address as supplied by the Winner(s) in the entry process and/or as supplied during the Promoter's verification of the Entrant's eligibility.
39. Where a Prize includes ticket(s), ticket allocation is at the Promoter's sole discretion. Where a Prize includes a specific category of ticket(s) (e.g., General Admission or Reserved Seating), the ticket(s) cannot be exchanged for a different category. If a Winner is unable to participate in the Prize in the nominated ticket category, the Winner will be deemed to have forfeited the Prize. Tickets may not, without the prior written consent of the Promoter, be re-sold or offered for resale at a premium (including via online auction sites), or used for advertising, charity fundraising, promotion, or other commercial purposes (including but not limited to competitions and trade promotions), or to enhance the demand for other goods or services, either by the Winner(s) or any subsequent bearer. If ticket(s) are sold or used in breach of this condition, the ticket(s) may be cancelled, at the Promoter's sole discretion, and the bearer of the ticket(s) may be refused admission.

PRIVACY

46. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) and the New Zealand Information Privacy Principles the *Privacy Act 2020* (NZ).

47. Entrants' personal information will be collected by or on behalf of the Promoter to enable the Promoter to administer and promote the Promotion and the Winner(s) of the Promotion. If an Entrant does not provide accurate personal information, the Promoter may determine that the Entrant is not eligible to win the Prize.

GENERAL

48. The Promoter may remove any Material without notice to the Entrant(s) for any reason whatsoever. Entrants warrant and agree that: (a) the Entrant will not submit any Material that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) the Entrants' Material shall not contain viruses or cause injury or harm to any person or entity; and (c) they will comply with all applicable laws and regulations, including without limitation, those governing

copyright, content, defamation, privacy, publicity, and the access or use of others' computer/tablet/phone or communication systems.

49. Without limiting any other terms here in, the Entrant(s) agrees to indemnify the Promoter for any breach of the Terms and Conditions.
50. In the event that the Promotion is conducted in part or entirely through the Promoter's Social Media Platforms (Facebook Page, Instagram account or X account) the Entrants acknowledge that the Promotion is not sponsored, endorsed, or administered by, or associated with those Social Media Platforms and as such, the Social Media Platforms have no liability to the Entrants in relation to the Promotion. Entrants agree to fully release the Social Media Platforms from any and all liability in relation to the Entrants participation in the Promotion. The Entrants acknowledge that the Entrants are providing information to the Promoter and not to the Social Media Platforms.
51. As applicable, entry and continued participation in the Promotion is dependent on Entrants following and acting in accordance with the:

Facebook Terms of Service Instagram Terms of Use
[X Terms of Service](#)

<https://www.facebook.com/terms.php> <https://help.instagram.com/581066165581870>
<https://x.com/en/tos>

56. Where entry to the Promotion is via the internet, any costs associated with accessing the internet are the responsibility of the Entrants. The use of any automated software or any other mechanical or electronic means that allows Entrants to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by such Entrant invalid.

57. The Promoter is not responsible for any technical malfunctions of a computers/tablets/phones online or wireless systems, servers or providers, computer equipment, software or other problems resulting from participation, or sending or receiving any communication or materials associated with this Promotion.
58. Nothing in these Terms and Conditions limits, excludes, or modifies, or purports to limit, exclude, or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**").
59. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its related companies and agencies and all those entities' personnel (including its respective 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: (a) the Promotion; (b) the Prize; (c) any technical difficulties or equipment malfunction (whether or not

under the Promoter's control); (d) for any injury or damage to any Entrant's (or any other person's) computer/tablet/phone or resulting from or otherwise relating to participation in this Promotion (including by downloading materials relating to this Promotion); (e) any theft, unauthorised access or third party interference; (f) 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; (g) any variation in Prize value to that stated in these Conditions; (h) if the Prize (or any element of the Prize) is cancelled or delayed for any reason beyond the reasonable control of the Promoter; (i) any tax liability incurred by the Winners or Entrants; or (j) taking of the Prize or redemption of the Prize including attendance at a Prize Event.

60. Nothing in these Terms and Conditions is intended to exclude, restrict, or modify a person's right under the *Competition and Consumer Act 2010* (Cth).
61. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including but not limited to vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer/tablet/phone viruses or technical failures), the Promoter reserves the right, subject to any written directions of the relevant authorities, to cancel, terminate, modify, or suspend, or recommence the Promotion.
62. The laws of Australia apply to this Promotion.