Matherson Crane Hire & Mount Larcom Show \$40,000 Ball Drop Competition Terms and Conditions

SCHEDULE

Competition name: Mount Larcom Show Ball Drop Competition

Promoter: Matherson Crane Hire ABN 34 248 596 354

56 Callemondah Drive Gladstone Qld 4680

Ph: 07 4978 2085

Entry – residency restriction: N/A

Entry – age restriction: Competition Period:

How to enter:

Entry is restricted to adults 18 years or older with proof of age and identity 8am Saturday 19 June 2021 to completion of second scheduled ball-drop

8am Sunday 20 June 2021 to completion of fourth scheduled ball-drop Entry to the competition is by purchasing a \$2 ticket for a chance to win the opportunity to drop 2 balls from the basket of a crane, into a bucket 40 metres

below. Entrants must be 18 years of age, or older and must provide proof of identity and proof of age, prior to participating in the ball-drop.

Content Criteria: Contestants must be capable of travelling to a height of 40 metres, to drop

balls into a bucket 40 metres below. Contestants must conform to a safety harness with a 120kg weight restriction. Contestants who do not conform to the weight restriction of the safety harness or are unwilling or incapable of travelling to the nominated height will forfeit their turn, and the prizemoney

will jackpot to the next scheduled ball-drop.

Are multiple entries permitted?

Receipt of entries:

Yes

Tickets will be sold prior to each scheduled ball-drop, and placed into a barrel. Five tickets will be drawn for each scheduled ball-drop. One ticket holder will be chosen at random to drop the balls. Non-winning tickets will stay in the barrel until the end of the day, and will be eligible in the next scheduled ball-

drop. The barrel will be emptied at the end of each day.

Displaying entries Prize(s) – description N/A

\$10,000 prizemoney will be paid to the person who successfully completes the ball drop. The prizemoney will jackpot to the next scheduled ball-drop, if not

won.

Total number of Prizes

Total prize draw of \$40,000, which will be broken into 4 scheduled ball-drop events, over the course of the 2-day show. Each event will offer \$10,000 prizemoney, which will jackpot after each unsuccessful attempt.

- Scheduled Ball-Drop 1 Saturday morning 19.06.21: chance to win \$10,000 (jackpotted to \$20,000 in draw 2 if not won)
- Scheduled Ball-Drop 2 Saturday afternoon 19.06.21: chance to win \$10,000 (jackpotted to \$30,000 in draw 3, if not won)
- Scheduled Ball-Drop 3 Sunday morning 20.06.21: chance to win \$10,000 (jackpotted to \$40,000 in draw 4, if not won)
- Scheduled Ball-Drop 4 Sunday afternoon 20.06.21: chance to win \$10,000 or \$40,000 jackpotted prize

Total Prize Pool Judge(s)

AU\$40,000

The Judges of the Competition will be one representative from Matherson Crane Hire Management Team, and one representative from Mount Larcom Show

Determining the winner(s)

The successful contestant for the ball-drop will be determined by drawing out 5 tickets and announcing the 5 contestants names over the public address system at the Mount Larcom Show. Named contestants will present themselves, with their ticket, their proof of age, and proof of identity, within 5 minutes of the announcement, to the Matherson Crane Hire booth at the Mount Larcom Show. The named contestants will be issued a number at random, which will correspond to a numbered box. Contestants who do not appear within the time limit, forfeit their chance to open a box. One box contains two tennis balls. The other boxes are empty. If a contestant appears

without legal proof of age, and proof of identity, they forfeit their chance to open a box. The person who opens the box containing two balls, secures the chance to participate in the ball-drop. The person named on the ticket, is the person who drops the balls.

The winner of the competition will be determined, based on the successful drop of a tennis ball into a bucket from a man-box suspended by a crane 40 metres above the bucket. The bucket will contain a small amount of water. The ball must remain in the bucket to win.

The winner will be notified immediately if a ball is successfully landed in the $\,$

bucket.

Publishing results The winner's name will be announced over the public address system at the

Mount Larcom Show, over radio station 4CC. The winner's name and photograph will be published in the Gladstone Observer, on the Matherson Crane Hire website www.mathersoncranehire.com.au and Matherson Crane Hire Facebook page https://www.facebook.com/Matherson-Crane-Hire-

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PART A - INTRODUCTION

Notifying winners

1. Information on how to enter and Prize details form part of these terms and conditions.

- 2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
- 3. Entries must comply with these terms and conditions to be valid.
- 4. Terms and Conditions of entry are available on Matherson Crane Hire website www.mathersoncranehire.com.au
- 5. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

PART B - PRIVACY

- 6. The Promoter will collect and use each entrant's personal information for the purposes of:
- (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition:
- 7. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.

PART C - WHO CAN ENTER THE COMPETITION

- 8. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies are not eligible to enter. Immediate families means spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
- 9. Adults 18 years of age, or older, who can show legal proof of age, and legal proof of identity, may enter the competition.

PART D – HOW TO ENTER THE COMPETITION

- 10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
- 11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
- 12. An entry cannot be modified after it has been submitted. Name changes are not permitted.
- 13. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
- 14. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
- 15. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
- 16. The eligibility of entries is solely within the discretion of the Promoter.
- 17. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

PART E - PRIZES

- 18. Each Prize is not transferrable, exchangeable or redeemable for cash.
- 19. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.

- 20. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
- 21. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
- 22. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

PART F - HOW THE WINNER(S) ARE DETERMINED

- 23. The Competition is a game of skill. Chance plays no part in determining the winner(s).
- 24. At the time and date specified in the "Determining the winner(s)" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the Content Criteria.
- 25. The winning entry or entries will be the entry or entries that best satisfy the Content Criteria, as determined by the Judges.
- 26. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule
- 27. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.

PART G - NOTIFICATION AND CLAIMING THE PRIZE(S)

- 28. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
- 29. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
- 30. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
- 31. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

PART H - UNCLAIMED PRIZES

32. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize.

PART I - NO LIABILITY

- 33. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
- 34. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
- (a) any information they provide in connection with the Competition is provided to the Promoter and not to Facebook or any other social network; and
- (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.
- 35. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
- (a) any information they provide in connection with the Competition is provided to the Promoter and not to Instagram or any other social network; and
- (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram or any other social network.

PART J - TERMINATION OF COMPETITION

- 36. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws
- 37. The Promoter reserves the right to re-schedule or cancel any or all scheduled ball-drops, due to adverse or unsafe weather conditions, mechanical breakdown or failure of equipment.

38. If a single scheduled draw is cancelled by the Promoter, all sold tickets for that draw, will remain in contention, for the next scheduled draw.