



UD TRUCKS

"WIN an ALL NEW QUON for ONE YEAR"

TERMS AND CONDITIONS

1. 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.
2. Entry is only open to Australian ABN holders. Businesses owned by employees (and their immediate families) of the Promoter, 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.
3. The Promotion commences on 8am AEST on 12 March 2018 and ends at 5pm AEST on 1 October 2018 (the "Promotional Period").
4. To be eligible to enter, individuals must, during the Promotional Period, answer the following question (**Qualifying Question**):

"In 25 words or less please tell us how the New Quon will support your business."

5. Entrants must provide upon entering into this Promotion or when otherwise required by the Promoter:
 - Their business name
 - ABN
 - Contact name
 - Contact number
 - Address including postcode
 - Email Address
 - What industry do they work in e.g. general freight, car carrying, tanker, distribution, manufacturing
 - Their Fleet size
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, ABN and place of business) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers

| PO Box | Address | Telephone | Volvo Group Australia |
|---------------------|--------------------|------------------|-----------------------|
| PO Box 4047 | Level 1 | +61 7 3718 3500 | Pty Ltd |
| Mt Ommaney QLD 4074 | 20 Westgate Street | Facsimile | ABN 27 000 761 259 |
| Australia | Wacol QLD 4076 | +61 7 3718 3391 | |
| | Australia | | |



UD TRUCKS

with the entry process. Errors and omissions will 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.

7. Incomplete or indecipherable entries will be deemed invalid.
8. 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.
9. This is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged by the Promoter based on the literary and creative merit of the answer provided to the question. The Promoter reserves the right to select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant, or if any of the winners does not claim their prize. The winner(s) will be notified by telephone and in writing on 4 October 2018.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The best and most creative entry, as determined by the Promoter from all entries received during the Promotional Period, will win the All New Quon to use for one year subject to clause 13 of these Terms and Conditions ("**the prize**").
12. The following conditions apply to the prize:
 - (i) The Quon model options include the GK 17 420; GW 26 420 or GW 26 460, specified as a prime mover. The winner shall advise which model it would prefer, however, availability of each model is subject to availability by the Promoter.
 - (ii) Costs of fuel, repairs, replacements; taxes, driver costs, company livery and running costs are excluded from the prize and are payable by the winner.
 - (iii) As a condition of being awarded the prize, the winner must sign a Vehicle Demo Deed and Demo Agreement as well as a range of other legal and insurance documents with the Promoter. Failure to sign these agreements will result in the prize being forfeited or being awarded to someone else.
 - (iv) The winner acknowledges that delivery of the prize may take up to 14 weeks from the date the winner has been announced. The winner will need to arrange pick up of the prize from their local dealership at a date and time arranged by the Promoter.

| PO Box | Address | Telephone | Volvo Group Australia |
|---------------------|--------------------|------------------|-----------------------|
| PO Box 4047 | Level 1 | +61 7 3718 3500 | Pty Ltd |
| Mt Ommaney QLD 4074 | 20 Westgate Street | Facsimile | ABN 27 000 761 259 |
| Australia | Wacol QLD 4076 | +61 7 3718 3391 | |
| | Australia | | |



UD TRUCKS

- (v) The winner furthermore agrees to be interviewed by the Promoter about the performance of the prize.

- 13. Each prize is valued at \$71,334.00. The total price pool is \$71,334.00.

- 14. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

- 15. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

- 16. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this Promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future Promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

- 17. Each winner consents to the Promoter, and other third parties associated with the Promoter, using their name, likeness, image and/or voice (including 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.

- 18. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

- 19. Any costs associated with accessing the Promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

| | | | |
|---------------------|--------------------|------------------|------------------------------|
| PO Box | Address | Telephone | Volvo Group Australia |
| PO Box 4047 | Level 1 | +61 7 3718 3500 | Pty Ltd |
| Mt Ommaney QLD 4074 | 20 Westgate Street | Facsimile | ABN 27 000 761 259 |
| Australia | Wacol QLD 4076 | +61 7 3718 3391 | |
| | Australia | | |



UD TRUCKS

- 20. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Promotion and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 the Promotion.
- 21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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) 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 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 or the prize to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant.
- 22. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters’ ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoters may in their absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to state government legislation.
- 23. As a condition of accepting the prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 24. 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, employees and service providers assisting with this Promotion. Entry is conditional on providing this information. The Promoter will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by

| PO Box | Address | Telephone | Volvo Group Australia |
|---------------------|--------------------|------------------|------------------------------|
| PO Box 4047 | Level 1 | +61 7 3718 3500 | Pty Ltd |
| Mt Ommaney QLD 4074 | 20 Westgate Street | Facsimile | ABN 27 000 761 259 |
| Australia | Wacol QLD 4076 | +61 7 3718 3391 | |
| | Australia | | |



UD TRUCKS

law to hold the information for a longer period). The Promoter may use the information for Promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant in accordance with the Promoter's Privacy Policy at available on www.udtrucks.com.au. By entering into this Promotion you agree to receive such information. Entrants should direct any request to access, update, correct information or opt out to the Promoter.

25. The Promoter is UD Trucks is part of the Volvo Group, ABN: 27 000 761 259 , 20 Westgate Street, Wacol QLD 4076

PO Box

PO Box 4047
Mt Ommaney QLD 4074
Australia

Address

Level 1
20 Westgate Street
Wacol QLD 4076
Australia

Telephone

+61 7 3718 3500

Facsimile

+61 7 3718 3391

Volvo Group Australia

Pty Ltd
ABN 27 000 761 259