

**“PATRIOT GAMES SEASON 4 ” PROMOTION  
TERMS AND CONDITIONS**

**Promoter**

1. The Promoter is Patriot Productions Pty Ltd (ABN 25 614 388 582) of 1 Activity Crescent, Molendinar QLD 4214 (“Promoter’s Premises”). Telephone: **07 5597 0638**

**Terms and conditions**

2. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

**Who can enter?**

3. Entry is only open to Australian residents aged 18 years or over.
4. 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 1<sup>st</sup> cousin.

**Promotional period**

5. Promotion commences on 15/09/2020 and ends at 11:59pm AEDT on 30/06/2021 (“Promotional Period”).

**How to enter**

6. This is a game of skill. Chance plays no part in determining the winner.
7. To enter, individuals must, during the Promotional Period, visit
  - a) [www.patriotgames.tv](http://www.patriotgames.tv) or [www.patriotcampers.com.au/patriotgames/win](http://www.patriotcampers.com.au/patriotgames/win);
  - b) follow the prompts to the Promotion entry page and input the requested details into the online entry form (including full name, address, telephone number and email address);
  - c) when prompted, prepare and submit a response to the following question: “tell us in 150 words or less how you plan to Get Lost if you won this Prize Package”; and
  - d) submit the fully completed online entry form(“Entry Requirements”).
8. Only one (1) entry is permitted per person.
9. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will be addressed by the Promoter in its sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete, indecipherable entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine whether the entrant will be allowed to continue participating in the Promotion.

### **Judging the entries**

12. The entries will be judged at the Promoter's Premises on 09/07/2021 at 10am AEDT.
13. Entries will be judged by an internal panel of judges appointed by the Promoter ("Judges") at the Promoter's Premises. The Judges will select the winner ("Winner") by determining the entry that provides the best and most original (as deemed by the Judges) answer to the competition question "tell us in 150 words or less how you plan to Get Lost if you won this Prize Package" and that has otherwise satisfied all elements of the Entry Requirements ("Competition Criteria").

### **Winner**

14. The Winner will be notified in writing within two (2) business days of the Judges selecting the winner and will be published on the Promoter's website at the following address [www.patriotgames.tv](http://www.patriotgames.tv) or [www.patriotcampers.com.au/patriotgames/win](http://www.patriotcampers.com.au/patriotgames/win) ("Website").
15. The Promoter's decision is final and no correspondence will be entered into.

### **Reserve entries**

16. The Judges may select one (1) or more additional reserve entries and record them in order of which entries best satisfy the Competition Criteria in case an invalid entry or ineligible entrant is selected as the Winner or the winner does not claim their prize in accordance with these Terms and Conditions ("Reserve Entries").

### **Prize details**

17. The Winner will win a 21MY D-MAX 4x4 LS-U Automatic, an X1-N Patriot Camper and accessories ("Prize"), please refer to the schedule to view a list of accessories included in the Prize. Total Prize value is up to AU\$170,000 (including GST) including registration, compulsory third party insurance and stamp duty. Additional insurance, options and all other ancillary costs are the responsibility of the winner. The winner must collect the Prize from Patriot Campers, 1 Activity Crescent Molendinar 4214.
18. The Winner will be required to sign a waiver form stating each aftermarket accessory fitted to the prize vehicle and the impact that these accessories have on the Manufacturer's new vehicle warranty. This waiver will be signed by the Competition winner on collection of the Prize.
19. If the Winner is, through any legal incapacity or otherwise, unable to register the Prize in their own name, then the winner may assign the Prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and the assignee. The Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the Prize is awarded. It is a condition of accepting the Prize that the Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
20. If the Prize (or part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or part of the Prize) with a prize in equal value and/or specification, subject to any written directions from a regulatory authority.
21. The Prize, or any unused portion of the Prize, is not transferable (other than as set out in paragraph 18) or exchangeable and cannot be taken as cash.

### **Unclaimed Prize**

22. The Promoter will take all reasonable steps to identify and notify the Winner in an attempt to ensure that the Winner receives their Prize. However, if the Winner cannot be identified or does not claim the Prize within three (3) months of the date on which the Winner is published on the Website, their Prize is forfeited and will be awarded to the first Reserve Entry.
23. A Winner of an unclaimed Prize will be determined and notified in accordance with the Reserve Entry instructions set out in paragraph 16.

### **Publicity**

24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they win the Prize (including any photographs, film recording and/or voice 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.

### **Tampering with the Promotion**

25. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

### **Cost of entering Promotion**

26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

### **Limitation of liability**

27. 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, 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.
28. 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 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.
29. As a condition of accepting the Prize, the 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.

### **Intellectual property**

30. All entrants warrant that they have all necessary rights and ownership of any material submitted as part of their entry into this Promotion and that such material is not capable of infringing the intellectual property rights of a third party.
31. By entering into the Promotion all entrants consent to, and grant the Promoter a royalty free, world-wide, non-exclusive and perpetual licence to use the written material and exploit the underlying intellectual property rights in the written material by:
- a) sharing the written material on all of the Promoter's social media platforms including but not limited to Instagram and Facebook;
  - b) including the written materials in presentations and materials provided to internal stakeholders, for the purposes of:

- i. promoting the Promotion and the products featured in the Prize; and
- ii. reporting on, and promoting the Promotion to the Promoter's internal stakeholders and sponsors.

32. The Promoter will not return any materials submitted by the entrants to the entrants after the end of the Promotion.
33. Entrants acknowledge and agree that if their written materials are used by the Promoter at any time including during the Promotional Period that such use is not an indication or endorsement by the Promoter that the entrant has provided an entry that is capable of winning the Promotion. Any use by the Promoter of an entrant's written materials will simply be to promote the Promotion the products forming the Prize and increase engagement with the Promotion.

#### **Privacy**

34. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.patriotgames.tv/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

#### **Termination of Promotion**

35. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any entrant or other person, subject to applicable laws.

#### **Governing law**

36. The laws of Queensland, Australia govern these terms and conditions and the conduct of the Competition.
37. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

**Schedule**

<b>ISUZU D-MAX SUPERTOURER</b>	<b>RRP inc. GST</b>
ISUZU D-MAX 4X4 CREW CAB LS-U, AUTO INCLUDING ACCESSORIES AS BELOW	\$ 120,000.00
ISUZU SIDE STEPS	
ISUZU SNORKEL D-MAX	
IRONMAN WINCH (12,000lb Synthetic Rope)	
IRONMAN UNDERBODY PROTECTION	
IRONMAN PERFORMANCE FOAM CELL PRO SUSPENSION KIT	
IRONMAN PROFORGE UPPER CONTROL ARMS	
OFFROAD ANIMAL HOOPLESS BULLBAR D-MAX	
CHARGER, BATTERY, BC-DC,40 AMP, BCDC1240D	
REDARC TOWPRO AND ANDERSON PLUG	
REDARC 1000 WATT INVERTER	
REDARC MANAGER 30	
MASTERTINT WINDOW TINT	
XRAY 220 LED DRIVING LIGHTS, INC FITTING	
GME XRS-370C UHF WITH 580 HEAVY DUTY COLINEAR ANTENNA	
PCOR DMAX - 17 X 9 +10 PCOR RIMS	
PCOR DMAX - 1/2 CANOPY	
PCOR DMAX TRAY	
MICKEY THOMPSON MTZ P3 TYRES 265/75	
<b>X1-N AND ACCESSORIES</b>	<b>RRP inc. GST</b>
PATRIOT CAMPERS X1-N INCLUDING UPGRADES AS BELOW	\$ 46,227.00
MICKEY THOMPSON MTZ P3 TYRE UPGRADE	
MAXTRAX MOUNTING SET UPGRADE	
DOMETIC FRIDGE/FREEZER, 55LTR, WITH WI-FI, WAECO CFX55W	
DOMETIC ROOF TOP TENT	
G-SHOCK MUDMASTER x2	\$ 1,458.00
POLARIS RANGER 150 EFI	\$ 6,990.00