

Ducati Promotion Terms & Conditions ("Conditions of Entry")

Schedule									
Promotion:	Ducati Promotion								
Promoter:	Alpha Ostia Procurement Pty Ltd ABN 37 640 739 108, 95 Simpson St, East Melbourne, VIC 3002, Australia. Ph: 0394164187								
Promotional Period:	Start date: 15/09/22 at 09:00 am AEST End date: 15/09/23 at 11:59 pm AEDT								
Eligible entrants:	Entry is only open to NSW, QLD, TAS, VIC and WA residents who are 18 years and over.								
How to Enter:	To enter the Promotion, the entrant must spend at least \$25 on The Actualizer Service Access (in one (1) transaction) from www.theactualizer.com during the Promotional Period. Entries will be automatically recorded on purchase.								
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above.								
Total Prize Pool:	Up to AUD \$60,000.00								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 20%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>The prize is a new Ducati V4 Speciale Panagale 2018 with manual transmission, including registration, compulsory third-party insurance, stamp duty and dealer delivery charges (which may vary from State by State).</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Up to AUD\$60,000.00</td> <td style="text-align: center;">Draw: barrel draw - 16/09/23 at 12:00 pm AEDT</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	The prize is a new Ducati V4 Speciale Panagale 2018 with manual transmission, including registration, compulsory third-party insurance, stamp duty and dealer delivery charges (which may vary from State by State).	1	Up to AUD\$60,000.00	Draw: barrel draw - 16/09/23 at 12:00 pm AEDT
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Prize Conditions:	<ul style="list-style-type: none"> Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The colour of the vehicle is red. The Actualizer will deliver the bike to the winner with the cost to be absorbed by The Actualizer. If the winner is, through any legal incapacity or otherwise, unable to register the bike in their own name, then the winner may assign the bike 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 bike 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. 								
Winner notification:	The winner will be contacted by email and phone within twenty-one (21) days of the draw. The winner will be published at www.theactualizer.com.au by 16/09/23.								
Unclaimed Prizes:	Prize must be claimed by 31/09/23 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 01/10/23 at 12:00 pm AEDT at The Actualizer, 95 Simpson St, East Melbourne VIC 3002, Australia. The winner of the redraw will be notified by email and phone within twenty-one (21) days of the redraw. The winner will be notified publicly (and their details published) at www.theactualizer.com.au by 30/10/23. If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at www.theactualizer.com.au .								

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.

4. Employees (and their immediate family members), agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draw:
 - a) The draw will take place at The Actualizer, 95 Simpson St, East Melbourne VIC 3002, Australia at 12:00 pm AEDT on 16/09/23 using barrel draw.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact the winner.
7. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.theactualizer.com.au/terms. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.

17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: NSW Authority No. TP/1927.