

## Whites Rural Quad Bike Consumer Promotion 2022 Terms and Conditions

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to residents of Australia 18 years of age or older with a valid email address (Eligible Customer).
3. Employees (and their immediate families) of the Promoter, participating retailers 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.
4. The promotion commences at 07:30 AEST on Wednesday, 16<sup>th</sup> April, 2022. Entries close at 17:30 AEST or last purchase made on Saturday, 2<sup>nd</sup> July 2022 (Promotional Period).
5. No entries will be accepted outside of the Promotional Period.
6. The Promoter reserves the right, at any time, to verify the validity of all entries and Eligible Customers (including an authorized representative's identity, age and place of residence) and to disqualify any Eligible Customer who submits or whose authorized representative submits an entry that is not in accordance with these Terms and Conditions or tampers with the entry process. Incomplete, indecipherable, or illegible entries will be deemed invalid. Errors and omissions may 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. To be eligible to enter, an Eligible Customer or the authorized representative of an Eligible Customer must purchase a quantity of Whites Rural branded products excluding custom-made products (Eligible Product), to a minimum value of \$200.00 (including GST) in one transaction from a Participating Store during the Promotional Period (Eligible Purchase).
8. The Eligible Customer will receive one (1) entry ticket in the prize draw for every \$200 of Eligible Product purchased. Multiple entries will be provided for multiples of \$200 on one invoice, for example an invoice for over \$1200 (including GST) will qualify for six (6) entries, and invoice for \$2500 (incl. GST) will qualify for twelve (12) entries.
9. Entry tickets will be recorded by the Promoter based on customer invoices uploaded via the online entry form available at [www.whitesrural.com.au/WinAQuadBike](http://www.whitesrural.com.au/WinAQuadBike)
10. Eligible Customers must retain their original purchase receipt(s) or invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of an Eligible Customer's entry and forfeiture of any right to a prize. Purchase receipt(s)/invoice(s) must clearly specify that the purchase was made during the Promotional Period but prior to entry. Hand-written invoices will not be accepted.
11. Entry tickets will be recorded on a spreadsheet by the Promoter using invoices from Eligible Purchases allocated to each of four geographic regions (Region) by Eligible Customer postcode. The regions are QLD/NT, NSW/ACT, VIC/TAS, SA/WA. The spreadsheet will be set up with four tabs (one per region) to record one entry per row for every \$200 Eligible Purchase, with corresponding customer details in each row.
12. Four winning entries, one per region, will be drawn by random number generator providing a number per region. The number generated will be used to select the winner in the corresponding row number in the spreadsheet. The first number generated will provide a winner for QLD/NT Region; the second number generated will provide a winner for NSW/ACT Region; the third number generated will provide a winner for VIC/TAS Region; the fourth number generated will provide a winner for SA/WA Region;
13. The prize draw will take place at 12:00PM AEST on Friday, 8<sup>th</sup> July 2022 at Whites Group Central Office, 5 Dolerite Way Pemulwuy NSW 2145.
14. The prize for each of the four draws is a CFORCE FARMSPEC 520 EPS from CFMOTO, and helmet voucher, valued at \$9,939:

### ENGINE & TRANSMISSION

- Engine type: Single-cylinder, liquid-cooled four-stroke engine
- Displacement: 495cc
- Maximum power: 38hp (28.3kW)

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- Maximum torque: 46Nm
- Fuel system: Bosch EFI
- Transmission: Canadian CVTech
- Drive: H-L-N-R-Park
- 4WD: 2WD/4WD with locking front differential
- Rear differential: Fixed
- Steering: Power

### SUSPENSION & BRAKES

- Suspension: Double A-Arm, independent
- Brakes: Hydraulic disc brakes

### WHEELS & TYRES

- Wheels: 12-inch alloy
- Tyres: 25-inch six-play CST

### DIMENSIONS

- L x W x H: 2100 x 1100 x 1150mm
- Wheelbase: 1260mm
- Ground clearance: 25 mm
- Dry weight: 345kg

### LOAD

- Towing capacity: 350kg
- Carrying capacity: 35kg front/70kg rear
- Person: One
- Fuel Capacity: 18lt

### FEATURES

- Colour: Red
- Warranty: Two years
- Tow pack, horn, lights and mirrors: Yes

### FARM SPEC KIT

- Front bar
- Rear bar
- Side bars
- 4 x alloy a-arm guards
- and a canvas seat cover

### HELMET

- \$200 voucher to spend on Helmet at the CFMOTO Dealership

### SAFETY

- CFMOTO CFORCE 520 EPS meets stage two requirements of the Consumer Goods (Quad Bike) Safety Standard. Further information is outlined at <https://www.cfmoto.com.au/>
- Tilt angle tested - the minimum standard to pass the lateral stability tilt angle test is 28.81 degrees; the CFORCE 520 EPS exceeds the minimum lateral stability tilt angle test with a result of 32.6 degrees
- CFMOTO has no affiliation to Quadbar; the Quadbar OPD is installed by the CFMOTO dealer during pre-delivery

15. Total prize pool value in this promotion is \$39,756 including GST.
16. The promoter will organize for the prize to be made available from the CFMOTO dealer closest to the winner's home address. The winner is required to pick up the Quad Bike from their nearest CFMOTO dealer (<https://www.cfmoto.com.au/dealers-off-road>).
17. Prize draw winners will be contacted by telephone within 2 business days from the date of the prize draw to notify them of their win.
18. Details of the prize draw winners and their prizes will be published on the Promoter's website (<https://www.whitesrural.com.au/>) from the next business day after the prize draw for a period of at least 28 days from the time of publication.
19. Prize draw winners will have until Friday 29<sup>th</sup> July, 2022 to claim their prize.
20. In the event that the prize draw winners do not claim their prize by the date specified above, the unclaimed prize draw will be held at 12:00 AEST on Monday 1<sup>st</sup> August, 2022 at Whites Group, 5 Dolerite Way Pemulwuy NSW 2145.
21. Prize must be taken as offered and cannot be varied. Each prize must be taken in the name of the Eligible Customer and is not transferable or exchangeable. Prizes are not redeemable for cash.
22. Eligible Customers consent to the Promoter using the Eligible Customer's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

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23. 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 unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. If there is a dispute as to the identity of an authorized representative of an Eligible Customer, the Promoter reserves the right, in its sole discretion, to determine the identity of the authorized representative.
25. 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.
26. 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) taking of a prize.
27. 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, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on Eligible Customers providing this information.
28. As a condition of accepting a 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.
29. The Promoter is Whites Group, 5 Dolerite Way Pemulwuy NSW 2145. Phone: 1300 559 762. NSW Permit No. TP/01197, SA Permit No. T22/370.