



## HSW Festa Italiana Moped Giveaway Terms and Conditions

### Conditions of Entry

1. Entry is open to Australian residents over the age of 18.
2. Employees of the Promoter and their immediate families are not permitted to enter.

### How to Enter

3. To qualify for the draw, eligible persons must scan one of the competition QR codes displayed on Main Lawn at Howard Smith Wharves, and then complete the linked online registration form.
4. Eligible persons may not enter the competition more than once.

### Duration of the Competition

5. The competition will commence at 3pm on Thursday 29 May 2025 and will conclude at 10pm on Sunday 8 June 2025.

### Details of Prizes

6. There will be two prizes, each consisting of a Rollin Cruise model moped, including colour rear-view mirror set, storage lock box, luggage rack and battery charger.

The total value of the prizes is approximately AUD\$8,600.

7. The prize is non-transferable, non-refundable and non-redeemable for cash.
8. The prizes do not include registration, insurance or any other on-road costs. The prize winners will be responsible for these costs. The Promoter gives no warranty or assurance that the prizes meet the requirements for registration in any jurisdiction.

### Date, Time and Place of Draw

9. The winners will be selected randomly using Appsorteos Random Name Picker.
10. There will be two prize draws. The first draw will take place on Monday 2 June 2025 at 3pm. The second draw will take place on Monday 9 June at 3pm.

## Notification of Winner

11. Each winner will be notified by email and text message on the day of each draw.
12. The winner consents to the use of their name and suburb of residence for promotional and marketing purposes and agrees to participate in reasonable promotional activities as requested by the Promoter.

## No Liability

13. To the extent permitted by law, the Promoter is not responsible or liable for:
- i. inaccurate / incorrect transcription of entry information;
  - ii. purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions;
  - iii. any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;
  - iv. the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any Website;
  - v. unauthorised human intervention in any part of the competition;
  - vi. electronic or human error which may occur in the administration of the competition;
  - vii. any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize winner and, where applicable, to any family/persons accompanying a winner; or
  - viii. any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition, or the use of any prize.
14. By entering, entrants are confirming they are over 18 years of age.
15. The Promoter will not be liable for personal injury suffered during the use of any prize. If requested, the winner, and their guests (if any), must sign and return any liability release and indemnity

provided by the Promoter and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.

16. The preceding condition does not affect, and is not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the prize supplied again.

#### Unclaimed Prize Draw

17. The prize winners must respond respectively by 5pm on Wednesday 4 June 2025 and 5pm on Wednesday 11 June 2025 or the competition will be redrawn.
18. If the prize is not claimed in accordance with the preceding clause, unclaimed prize draws will be conducted respectively at 3pm on Thursday 5 June 2025 and 3pm on Thursday 12 June 2025 at the Promoter's offices in Brisbane.
19. Should an unclaimed prize draw(s) be necessary, the winner(s) of the unclaimed prize draw will be notified by email and text message.

#### Promotor's Details

20. The Promoter is HSW Nominees Pty Ltd ABN 19 166 209 874 located at 5 Boundary Street, Brisbane, 4000.

#### Privacy

21. The personal information of entrants will be collected to enable the Promoter to administer and promote this competition and its winner and may be used to market its services to the entrant. The personal information of the entrants will be held and used in accordance with the Promoter's privacy policy which is available at <https://howardsmithwharves.com/privacy-policy/>. The personal information of winners may be provided to others assisting, including prize suppliers and deliverers, and to authorities that regulate this competition. If an entrant does not truthfully provide all requested personal information, the Promoter may determine that they are not eligible to win the prize.
22. In accordance with the provisions of the Charitable and Non-Profit Gaming Act 1999 (Queensland), this promotion does not require a permit.