

## Spend \$100 or More Online & Receive a FREE Bowens Surf Cap Promotion: Terms & Conditions

Schedule											
<b>Promotion:</b>	Spend \$100 or More Online & Receive a FREE Bowens Surf Cap										
<b>Promoter:</b>	Bowens ABN 78 004 174 887, 48 - 50 Hallam South Road, Hallam, VIC 3803, Australia. Ph: 0402161366										
<b>Promotional Period:</b>	<b>Start date:</b> 13/01/25 at 09:00 am AEDT <b>End date:</b> 31/01/25 at 11:59 pm AEDT										
<b>Eligible entrants:</b>	Entry is only open to Australian residents only. Entrants under the age of 18 must have parent or legal guardian approval to enter.										
<b>How to Enter:</b>	To receive a FREE Bowens Surf Cap, participants must purchase \$100 worth of material from the Bowens website at <a href="http://bowens.com.au">bowens.com.au</a> (including GST & Delivery fee).  Bowens include the Surf Cap in any online delivery orders. For click and collect orders, the Surf Cap will be provided upon receiving goods. A total of 350 Surf Caps will be allocated across the store network. Once the stock has been exhausted.										
<b>Total Gift Pool:</b>	AUD \$20.00 RRP.										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Gift Description</th> <th style="width: 15%;">Number of this gift</th> <th style="width: 15%;">Value (per gift)</th> <th style="width: 35%;">Method</th> </tr> </thead> <tbody> <tr> <td>Bowens Surf Cap</td> <td style="text-align: center;">350</td> <td style="text-align: center;">AUD\$20.00</td> <td>FREE Surf Cap for every \$100 or more purchase via the Bowens website at <a href="http://bowens.com.au">bowens.com.au</a>.</td> </tr> </tbody> </table>				Gift Description	Number of this gift	Value (per gift)	Method	Bowens Surf Cap	350	AUD\$20.00	FREE Surf Cap for every \$100 or more purchase via the Bowens website at <a href="http://bowens.com.au">bowens.com.au</a> .
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Bowens Surf Cap	350	AUD\$20.00	FREE Surf Cap for every \$100 or more purchase via the Bowens website at <a href="http://bowens.com.au">bowens.com.au</a> .								

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"). Purchases 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 purchases will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of 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. If a gift is claimed by a person under the age of 18, the gift may be awarded to the winner's parent or guardian and where applicable to the gift a nominated parent/guardian must accompany any person under 18 years of age.
6. **Draw:**
  - a) The promotion will take place at Bowens, 48 - 50 Hallam South Road, Hallam VIC 3803, Australia between the 13<sup>th</sup> of January 2025 and the 31<sup>st</sup> of January 2025.
7. All reasonable attempts will be made to contact each participant.
8. If any participant chooses not to take their gift (or is unable to) or does not take or claim a gift by the time specified by the Promoter, or is unavailable, they forfeit the gift and the Promoter is not obliged to substitute the gift.
9. The value of the gift is accurate and based upon the recommended retail value of the gift (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.

10. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
11. Entry and continued participation in the Promotion is dependent on the participant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>) and the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php) and the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook and Instagram. The participant releases Facebook and Instagram and their associated companies from all liabilities arising in respect of the Promotion. Participants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram.
12. If a gift (or portion of a gift) is unavailable the Promoter reserves the right to substitute the gift (or that portion of the gift) to a gift of equal or greater value and specification.
13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the participant to access the website or social media platform of entry via their Internet service provider.
14. Each gift will be awarded to the person named in the entry and any entry that is made on behalf of an participant or by a third party will be invalid. If there is a dispute as to the identity of a participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the participant.
15. Participants' 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 participant 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 <https://www.bowens.com.au/privacy-policy/>. The Promoter's privacy policy contains information about how the participant may access, update and seek correction of the personal information the Promoter holds about them and how the participant 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 participant to enable them to participate in this Promotion and may disclose the participants' personal information to third parties including its contractors and agents, gift suppliers and service providers to assist in conducting this Promotion. If the participant does not provide their personal information as requested, they may be ineligible to enter or claim a gift in the Promotion. Personal information collected from participants will not be disclosed to any entity located outside of Australia.
16. The Promoter reserves the right to refuse to allow a participant to take part in any or all aspects of a gift, if the Promoter determines in their absolute discretion, that a participant is not in the physical or mental condition necessary to be able to safely participate in or accept the gift. It is a condition of accepting the gift that a participant (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a gift. If a participant is under the age of 18, a nominated parent or legal guardian of the participant will be required to sign the legal release on the participant's behalf.
17. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift 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 gift, any delay or failure relating to the gift 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 purchases, or suspend or modify a gift, subject to State or Territory regulation.

20. The Promoter reserves the right, at any time, to validate and check the authenticity of the participant's details (including a participant's identity, age and place of residence). In the event that a participant cannot provide suitable proof as required by the Promoter to validate their entry, the participant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible purchases, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win.
21. The Promoter reserves the right to disqualify participants 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 gift, the Promoter will resolve the dispute in direct consultation with the participant. 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 gift (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 participant 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 participant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.