# **Contest Terms and Conditions**

### Introduction

Guns of OZ (hereinafter referred to as 'Guns of OZ' or 'We' or 'Us' or 'Our') is conducting a lucky draw (hereinafter referred to as the 'Contest') for Individuals (hereinafter referred to as 'Participants' or 'You' or 'Your'). The Contest will commence on the 28th of November at 12:01am and will conclude on the 7th of January at 11:59pm ('Contest Period').

### Prizes

Our total prize pool is valued at \$2,500 which is made up of and will be drawn in the following order; - 1st prize – SCSA Taipan Light Wylde 223, Valued at \$2,500 - 2nd Prize – Guns of OZ T-Shirt, Valued at \$50 - 3rd Prize – Guns of OZ T-Shirt, Valued at \$50.

### Eligibility

To be eligible to enter the contest you must purchase one of our official Membership Packages during the Contest Period. This will automatically enter you into the contest at no additional fee. You may purchase Membership Packages through our website https://www.gunsofoz.com/.

By purchasing a Membership, you agree that you have read these Terms & Conditions and agree to be bound by them.

All purchases of Events Memberships are final and cannot be refunded due to a change of mind or at the conclusion of the promotion unless otherwise defined by the Guns of OZ refund policy.

The contest is open to all Australian residents over the age of 18 (except for South Australia residents) who hold a valid Australian Firearms Licence and who enter in accordance with these terms and conditions of entry, except for employees of Guns of OZ, their immediate family members (parents, spouses, domestic partners, siblings and children) or any other person residing in their household.

In addition, the limited number of participants who may enter during the Contest Period is 3000. Please note that each participant may hold more than one entry in the competition.

## **Firearm Prize**

The first prize winner will win a SCSA Taipan Light Wylde 223.

Guns of OZ cannot provide the Winner with any legal or other advice as to if they are eligible to own the category B centerfire firearm.

We will cover the cost of transportation and the receiving store's transfer fee. We will not cover the cost of Permit to Acquire nor will we take part in applying for a permit to acquire. A permit to acquire may be applied for after winning the contest, you do not need to have one prior to entering. To the extent permitted by law, the winner takes the firearm on an "as is" basis, and Guns of OZ makes no representations or warranties that are not expressly stated in these terms. Where a firearm includes custom modifications, the winner acknowledges that replacement parts may not be available in the future. The winner acknowledges that Guns of OZ will not be responsible for any costs associated with any costs of maintenance, operation or any other costs that are not expressly stated in these terms.

Guns of OZ is not liable for any damages incurred to any prizes after delivery. Winners will have 24 hours to bring any issues or imperfections forward to Guns of OZ for review regarding prizes before they are deemed to have been accepted in the condition it arrived.

We will hand over the prize to the winner Australia-wide, within 21 business days of announcing the winner subject to the prize winner being within a reasonable distance from a metropolitan area and subject to logistics and transportation availability.

### The Draw

The draw will take place at 5:30pm AEST on the 10th of January 2023 and will be held at Guns of OZ HQ.

The draw will be conducted with a traditional ticket in barrel method. The winner will be drawn and contacted immediately via phone and email. We will publish the names of winners on our Facebook, Instagram and website on the 10th of January 2023. Participants agree that if they win, they will participate in a prize acceptance handover video or photograph for publication on our website. If the prize is unclaimed for longer than 90 days from the initial draw, we will make an announcement on the 10th April 2023 and then conduct a redraw on the 11th of April 2023 at 1pm, at Guns of OZ HQ. The Redraw will be conducted with a traditional ticket in barrel method. The winner of the redraw will be published to our Facebook, Instagram and website on the 11th of April 2023. You can view the winners via this link: https://www.gunsofoz.com/

Every Participant has a random, fair and equal chance of winning. Accordingly, one Participant can win multiple prizes in the competition.

Each winner must sign a Prize Acceptance Form as reasonably required by Guns of OZ before receiving their prize.

### **Representations and Warranties**

Guns of OZ warrants the following;

a. The firearms involved in the contest are owned by Guns of OZ;

**b**. The purpose of this contest is to promote the Guns of OZ brand and bring awareness to the Guns of OZ brand;

**c**. We will not sell raffle tickets, or any other form of ticket to enter this contest. Entry to the contest is strictly provided as a promotion when purchasing membership with us, and cannot be purchased separately; and

d. The contest is wholly funded by Guns of OZ.

e. The contest is solely promoted by Guns of OZ, ABN 3098794 943

The Participant represents and warrants that it shall not contact any affiliate, employee, sponsor, or partner of Guns of OZ in order to manipulate the Contest results.

#### Disclaimers

**a**. Participants hereby waive all rights to claim punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering the contest.

**b**. In no event will Guns of OZ, our licensees, parents, affiliates, subsidiaries and related companies, our advertising or promotional agencies or respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising from participation in this contest.

**c**. Guns of OZ reserves the right to disqualify any Participant found to be tampering with or otherwise abusing any aspect of this Contest as solely determined by Guns of OZ.

**d**. In the event the Contest is compromised by non-authorised human intervention, tampering or other causes beyond the reasonable control of Guns of OZ, that corrupt or impair the administration, security, fairness or proper operation of the Contest, Guns of OZ reserves the right to suspend, modify or terminate the Contest.

**e**. Any attempt by a Participant to deliberately damage the website or undermine the legitimate operation of this contest is a violation of criminal and civil laws, and should

**f**. such an attempt be made, Guns of OZ reserves the right to seek damages from any such Participant to the fullest extent permitted by law.

**g**.Guns of OZ assumes no responsibility for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.

h. The Contest is void where prohibited or restricted by law.