

**Lucky Duck Club Promotion****Key Terms**

<b>Promotion</b>	Lucky Duck Club Win a Bike Promotion
<b>Promoter</b>	Australian Life Tech Pty Ltd ACN 613 925 830 459 Church Street, Richmond, Victoria, 3121 <a href="mailto:support@luckyduckclub.com.au">support@luckyduckclub.com.au</a> <a href="http://www.luckyduckclub.com.au">www.luckyduckclub.com.au</a>
<b>Promotional Period</b>	Start Date: 12:01am AEST 23 August 2025 End Date: 11:59pm AEST 27 August 2025
<b>Prize</b>	One \$10,000 Giant Bikes voucher Redeemable at a Giant Ormond located at 578 North Rd, Ormond VIC 3204. Exclusions may apply to goods and services the voucher can be used towards.
<b>Total Prize Pool</b>	AUD \$10,000
<b>Relevant States</b>	All Australian States and Territories (except South Australia) and New Zealand
<b>Permits</b>	NSW Authority Number: TP/03896 ACT Permit Number:
<b>Entrants</b>	Entry is open to residents of the Relevant States aged 18 years or over ( <b>Entrants</b> ). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of the retailers, suppliers or companies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepsister or first cousin.
<b>Entry Procedure</b>	To enter, Entrants must: <ul style="list-style-type: none"><li>• be a paid member of the 28 by Sam Wood Program; and</li><li>• agree to these Terms and Conditions before the first Close Date after their entry into the Promotion, on <a href="http://www.luckyduckclub.com.au">www.luckyduckclub.com.au</a>, and click 'submit'. Entrants will be included in subsequent promotions conducted by the Promoter, unless they choose to opt out as specified in clause 8.</li></ul>
<b>Maximum Number of Entries</b>	<ul style="list-style-type: none"><li>• Entrants will gain 5 entries to the Promotion each week for every month that they have been a 28 by Sam Wood member.</li></ul>
<b>Draw Details</b>	<b>Draw Method:</b> Electronic random draw

	<b>Draw Location:</b> 459 Church Street, Richmond, Victoria, 3121	
	<b>Close Date</b>	<b>Draw Date</b>
	11:59pm AEST 27 August 2025	12:00pm AEST 28 August 2025
	At the time of the draw, the Promoter will draw five (5) additional reserve entries for the Prize ( <b>Additional Reserve Entry</b> ), for use in the event that a Prize remains unclaimed or an invalid entry or Entrant is drawn.	
<b>Notification of Winners</b>	Winner will be notified via email & phone no later than 7 business days from the Draw Date.	
<b>Redemption Date</b>	60 days from the Draw Date.	
<b>Unclaimed Prize Redraw</b>	<p>We will draw from the Additional Reserve Entry for the unclaimed Prize.</p> <p><b>Redraw Date:</b> 61 days from each Draw Date.</p> <p><b>Redraw Time:</b> 12:00pm AEST.</p> <p>Redraw Location and Redraw Method are set out in the Draw Details section above.</p>	
<b>Notification of Unclaimed Prize Redraw Winners</b>	Unclaimed prize winner will be notified via email & phone no later than 7 business days after the Redraw Date.	
<b>Privacy Policy</b>	<a href="http://www.28bysamwood.com/privacy-policy/">www.28bysamwood.com/privacy-policy/</a>	
<b>Website</b>	means the website on which the Promotion is available for entry ( <a href="http://www.luckyduckclub.com">www.luckyduckclub.com</a> )	

### Terms & Conditions

1. The Key Terms and these terms and conditions (together the **Terms**) make up the rules for an Entrant's participation in the Promotion. By participating, the Entrant accepts these Terms.
2. To enter the Promotion, Entrants must complete the Entry Procedure during the Promotional Period.
3. Entrants may enter the Promotion up to the Maximum Number of Entries.
4. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the Entrant.
5. Using automated entry software or any other means to automatically enter the Promotion multiple times is not allowed. If an Entrant does this, all of their entries will be invalid.
6. Incomplete or ineligible entries, as well as entries that breach these Terms or any other content guidelines set by the Promoter, will not be valid. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant or Winner.
7. If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.
8. If Entrants no longer want to be a part of this Promotion or future Promotions, they can email the Promoter at any time to opt out.

### Prize Draw

9. The draw to determine the winning Entrant (**Winner**) for the Promotion will be conducted in accordance with the Draw Details and the Winner notified as set out in the Key Terms.
10. The Winner's full name and city of origin will be published on the Website, within 30 days of the Draw Date, for 28 days. It is a condition of entry into the Promotion that the Winner consents to the publication of such information and participates in any media releases which may include photographs of the Winner by the Promoter. By entering this Promotion, Entrants consent to the use of their names and likenesses in this manner.
11. Entrants are responsible for all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Website).
12. Each valid entry will **NOT** be individually judged, unless otherwise specified in these Terms. Each entry has an equal chance of winning. The Winner will be confirmed by the Promoter.
13. The Promoter's decision is final and the Promoter will not enter into correspondence with Entrants regarding the decision.
14. If a Winner's entry is found to be invalid, the Promoter may redraw or decide on another winning entry.

### Prizes

1. The Prize(s) are specified in the Key Terms. **THE PRIZE IS NOT TRANSFERRABLE AND NOT REDEEMABLE FOR CASH** or any unused portion of the Prize cannot be transferred, exchanged or redeemed for cash unless otherwise specified in these Terms.
2. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
3. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
4. It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
5. The Promoter and/or any supplier of the Prize or any part of the Prize may in their absolute discretion:
  - (a) reserve the right to refuse to allow the Winner or their companion(s) (if any) to take part in any or all aspects of the Prize if they reasonably believe the Winner or their companion(s) (if any) represent a safety risk or for any other reason; and
  - (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous.
6. **(Gift Card/Vouchers)** Where a gift card or voucher is awarded as a Prize, the Prize will be issued in accordance with any terms and conditions, and exclusions may apply, and will be valid for the period stipulated by the Participating Retailer. The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the gift card or voucher, or for any card faults or defects or if the Winner is unable to use the gift card or voucher for any reason including if the gift card or voucher is damaged or lost.
7. Independent financial advice should be sought as tax implications may arise as a result of accepting a Prize. The Promoter is not responsible for any tax implications arising from winning a Prize. If for GST purposes this promotion results in any supply being made for non-monetary consideration, the Winner must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
8. The Prize will be delivered to the email address provided by the Winner to the Promoter.

### Claiming Prizes

9. The Prize(s) must be claimed by the Redemption Date in accordance with any claim instructions set out in the Key Terms, or it will be deemed forfeited by the Winner.
10. If any Prize remains unclaimed, a second draw or selection for the Prize will take place in accordance with the Key Terms, specifically the Unclaimed Prize Redraw, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in accordance with the Key Terms, specifically Notification of Unclaimed Prize Redraw Winners.

11. The Winner can elect to redeem the Prize instore or via consultation over the telephone with a sale representative from Giant Ormond.
12. The Promoter will deliver the Prize within 90 days of the Draw Date and will be delivered in Australia only. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.
13. If the Prize is to be delivered directly to a Winner by a third party supplier, the Promoter will not be responsible or liable for any delay or failure by the third party to deliver the Prize, any loss or damage to the Prize, any delay or failure relating to the Prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.
14. Winners may be required to sign a prize acceptance letter before receiving their prize.
15. By accepting the Prize, Winner agrees, if requested by the Promoter, to provide comments about the Promotion and/or a photo or audio-visual clip of themselves and participate in any reasonable promotional activity in connection with the Promotion, without reference or compensation to the Winner.

#### General

16. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Key Terms) and any privacy collection notice provided, for more information about how the Promoter handles your personal information. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause 16 and the Promoter's Privacy Policy.
17. **Non-Excludable Guarantees:** Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).
18. **Consequential Loss:** Despite anything to the contrary, but subject to the Non-Excludable Guarantees, neither party will be liable under these Terms for any consequential, special or indirect loss including loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
19. **Force Majeure:** The Promoter will not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure Event** means any event or circumstance which is beyond the Promoter's reasonable control including, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
20. **Social Media:** The use of social media is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms, the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases the applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associate with the Promotion.

21. **Marketing Communications:** As a 28 by Sam Wood member, Entrants are opted-in to receive advertising material to their email in relation to the Promotion. Entrants may opt-out of these communications through their Account Dashboard or through the Promoter's marketing emails.
22. **Currency:** Unless expressly stated otherwise, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
23. **Amendments:** If for any reason any aspect of this Promotion is not capable of running as planned, 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.
24. **Jurisdiction:** These Terms are governed by the laws of Victoria. Entrants submit to the jurisdiction of the courts of Victoria.
25. **Dispute Resolution:** In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.
26. **Intellectual property rights:** Where the Promotion involves submission of any materials including answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:
  - (a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
  - (b) the Content must be the work of the individual submitting it;
  - (c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
  - (d) Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content;
  - (e) the submission of the Content does not infringe the intellectual property rights of any third party and that the Content they are submitting is their own work and that they own the copyright for it;
  - (f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
  - (g) the Entrant grants the Promoter an irrevocable, perpetual, royalty-free, worldwide, sublicensable and transferable licence to publish, reproduce, distribute, publicly display, and create derivative works of, copy, modify and exploit the Content in any media now known or in the future devised, for any purpose whatsoever, including advertising, marketing, and promotional purposes, without compensation or notification to you. The Entrant waives all moral rights in the Content to the fullest extent permitted by law; and
  - (h) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The Entrant will not be entitled to any remuneration for such use.