

## GIVEAWAY TERMS AND CONDITIONS

### Terms and conditions:

1.1 To enter into the Trade promotion, please visit: [www.tuffstreeters.com.au](http://www.tuffstreeters.com.au) and follow the ticket prompts.

1.2 The Trade promotion can be entered upon purchase of a membership package as a one time payment or as an ongoing monthly membership package, which entitles accumulating entries.

### **ONE TIME PAYMENT:**

#### **BRONZE DIGITAL POSTER PACK - \$19.95**

1 x Digital Poster Pack

5% Off Merch

1 FREE ENTRY INTO GIVEAWAY PROMOTION

#### **SILVER DIGITAL POSTER PACK - \$49.95**

5 x Digital Poster Pack

10% Off Merch

5 FREE ENTRIES INTO GIVEAWAY PROMOTION

#### **GOLD DIGITAL POSTER PACK - \$99.95**

10 x Digital Poster Pack

15% Off Merch

25 FREE ENTRIES INTO GIVEAWAY PROMOTION

#### **PLATINUM DIGITAL POSTER PACK - \$199.95**

15 x Digital Poster Pack

20% Off Merch

100 FREE ENTRIES INTO GIVEAWAY PROMOTION

#### **KING DIGITAL POSTER PACK - \$349.99**

20 x Digital Poster Pack

25% Off Merch

350 FREE ENTRIES INTO GIVEAWAY PROMOTION

### **ONGOING MONTHLY MEMBERSHIP PACKAGES:**

#### **BRONZE Membership (\$9.95 per month)**

+5 Accumulating Entries Each Month

+5 Sign Up Bonus Entries

Members Only Giveaways

Members Only Weekly Cash Giveaways

Members Only Offers, Deals & Events

VIP Keyring

Exclusive Content

10% Discount off Merch Store

VIP Access to Tuff Streeters Events

Exclusive Partner Discounts

Members Loyalty Card

#### **SILVER Membership (\$19.95 per month)**

+25 Accumulating Entries Each Month

+25 Sign Up Bonus Entries  
Members Only Giveaways  
Members Only Weekly Cash Giveaways  
Members Only Offers, Deals & Events  
VIP Keyring  
Exclusive Content  
20% Discount off Merch Store  
VIP Access to Tuff Streeters Events  
Exclusive Partner Discounts  
Members Loyalty Card

**GOLD Membership** (\$29.95 per month)

+50 Accumulating Entries Each Month  
+50 Sign Up Bonus Entries  
Members Only Giveaways  
Members Only Weekly Cash Giveaways  
Members Only Offers, Deals & Events  
VIP Keyring  
Exclusive Content  
30% Discount off Merch Store  
VIP Access to Tuff Streeters Events  
Exclusive Partner Discounts  
Members Loyalty Card

**PLATINUM Membership** (\$39.95 per month)

+75 Accumulating Entries Each Month  
+75 Sign Up Bonus Entries  
Members Only Giveaways  
Members Only Weekly Cash Giveaways  
Members Only Offers, Deals & Events  
VIP Keyring  
Exclusive Content  
40% Discount off Merch Store  
VIP Access to Tuff Streeters Events  
Exclusive Partner Discounts  
Members Loyalty Card

**KING Membership** (\$49.95 per month)

+100 Accumulating Entries Each Month  
+100 Sign Up Bonus Entries  
Members Only Giveaways  
Members Only Weekly Cash Giveaways  
Members Only Offers, Deals & Events  
VIP Keyring  
Exclusive Content  
50% Discount off Merch Store  
VIP Access to Tuff Streeters Events  
Exclusive Partner Discounts  
Members Loyalty Card

## **First Prize:**

### **CAR: 2016 Holden HSV VF GTS Series 2**

Car: Holden HSV VF GTS Series 2

Year: 2016

Value: \$120,000.00

KMs: 16xxx km

Vehicle Identification Number (VIN): 6G1FL5EPXGL219489

### **MODIFICATIONS**

- Upgraded blower pulley
- Upgraded intake system
- Full sports exhaust and headers
- Blower spacer
- Upgraded fuel injectors
- Upgraded fuel pump
- Custom Dyno Tuned 430rkw/580rwhp

## **Second Prize:**

**\$1000 Cash**

## **Third Prize:**

**\$500 Cash**

### **Draw details:**

Draw will be executed via a barrel or digital draw system

Start date: Sept 4th 2024

End date: Sept 12th 2024

Draw date: Sept 13th 2024

Redraw date: Sept 20th 2024

Draw location: 7/32 Silkwood Rise, Carrum Downs, VIC, 3201

Redraw location: 7/32 Silkwood Rise, Carrum Downs, VIC, 3201

Draw Time: 7pm AEST

Valued: \$121,500 total prize

The winner will be announced via Facebook livestream on: Sept 13th 2024. They will be contacted via txt msg and phone call during the livestream, and after the live stream has ended, on the same day. Winner will also be published on our social media channels on: Sept 13th 2024 (Instagram and Facebook @tuffstreetersptyltd).

If a redraw needs to occur, the winner will be announced via Facebook livestream on Sept 20th 2024. They will be contacted via text msg and phone call after the live stream has ended on the same day. Winner will also be published on our social media channels on Sept 20th 2024 (Instagram and Facebook @tuffstreetersptyltd).

### **Tuff Streeters Pty Ltd Subscription Memberships:**

Tuff Streeters Memberships are an ongoing subscription service that is directly debited from a nominated bank account or credit card each month until canceled.

Tuff Streeters Membership provides members with access to a range of benefits including but not limited to: Entries into our trade promotion giveaways \*Subject to permits

Accumulating Entries Each Month

Sign Up Bonus Entries

Members Only Giveaways  
Members Only Weekly Cash Giveaways  
Members Only Offers, Deals & Events  
VIP Medallion  
Exclusive Content  
Discount off Merch Store  
VIP Access to Tuff Streeters Events  
Exclusive Partner Discounts  
Members Loyalty Card

Members will be given an automatic subscription to a Tuff Streeters Posters Pack and related Trade Promotion Giveaways corresponding to the level of membership purchased. The member can choose from the following subscription levels. \*Subject to Trade Promotion permits\*

**BRONZE Membership** (\$9.95 per month)

- ✓ +5 Accumulating Entries Each Month
- ✓ +5 Sign Up Bonus Entries
- ✓ Members Only Giveaways
- ✓ Members Only Weekly Cash Giveaways
- ✓ Members Only Offers, Deals & Events
- ✓ VIP Keyring
- ✓ Exclusive Content
- ✓ 10% Discount off Merch Store
- ✓ VIP Access to Tuff Streeters Events
- ✓ Exclusive Partner Discounts
- ✓ Members Loyalty Card

**SILVER Membership** (\$19.95 per month)

- ✓ +25 Accumulating Entries Each Month
- ✓ +25 Sign Up Bonus Entries
- ✓ Members Only Giveaways
- ✓ Members Only Weekly Cash Giveaways
- ✓ Members Only Offers, Deals & Events
- ✓ VIP Keyring
- ✓ Exclusive Content
- ✓ 20% Discount off Merch Store
- ✓ VIP Access to Tuff Streeters Events
- ✓ Exclusive Partner Discounts
- ✓ Members Loyalty Card

**GOLD Membership** (\$29.95 per month)

- ✓ +50 Accumulating Entries Each Month
- ✓ +50 Sign Up Bonus Entries
- ✓ Members Only Giveaways
- ✓ Members Only Weekly Cash Giveaways
- ✓ Members Only Offers, Deals & Events
- ✓ VIP Keyring
- ✓ Exclusive Content
- ✓ 30% Discount off Merch Store
- ✓ VIP Access to Tuff Streeters Events
- ✓ Exclusive Partner Discounts
- ✓ Members Loyalty Card

**PLATINUM Membership** (\$39.95 per month)

- ✓ +75 Accumulating Entries Each Month
- ✓ +75 Sign Up Bonus Entries
- ✓ Members Only Giveaways

- ✓ Members Only Weekly Cash Giveaways
- ✓ Members Only Offers, Deals & Events
- ✓ VIP Keyring
- ✓ Exclusive Content
- ✓ 40% Discount off Merch Store
- ✓ VIP Access to Tuff Streeters Events
- ✓ Exclusive Partner Discounts
- ✓ Members Loyalty Card

**KING Membership** (\$49.95 per month)

- ✓ +100 Accumulating Entries Each Month
- ✓ +100 Sign Up Bonus Entries
- ✓ Members Only Giveaways
- ✓ Members Only Weekly Cash Giveaways
- ✓ Members Only Offers, Deals & Events
- ✓ VIP Keyring
- ✓ Exclusive Content
- ✓ 50% Discount off Merch Store
- ✓ VIP Access to Tuff Streeters Events
- ✓ Exclusive Partner Discounts
- ✓ Members Loyalty Card

– Memberships are automatically debited, members can nominate and change their preferred payment method or cancel anytime.

– All Membership Payments/Subscriptions/Automatic direct debits are non-refundable.

– Cancellation requests can be done through our membership portal and will cancel effective on the next billing cycle.

– Any changes to membership levels can be done through our membership portal on our website and will be effective from the next billing cycle.

– A Member's accumulating entries are added to their account when the payment is completed at each billing cycle. Loyalty benefits are provided to each Tuff Streeters member based on their months of membership. Members accumulate entry(s) for every month that they are debited. Entries are generated based on the current membership status of the customer. These entries accumulate and are valid for every trade promotion giveaway that Tuff Streeters offers \*Subject to permits. For details on the promotion please refer to the specific terms and conditions associated with the relevant trade promotion.

– As any changes to membership levels will be effective from the next billing cycle, the entry/s provided will be based on the membership level on the end/close date of each trade promotion giveaway.

– Members can still opt to purchase additional poster packs and receive additional entries into each trade promotion giveaway. Loyalty Benefits provided Members will accumulate entries into each of our trade promotions based on their months of membership

– Loyalty Benefits are provided based on consecutive months of membership, if a member cancels or payment fails and membership is terminated then the months accrued will revert to zero.

– Entries are automatically provided to members and will be viewable on their member's account Entries page.

– Members do not need to do anything to enter the trade promotion giveaways subject to state and territory approval and eligibility to enter.

– Members must be 18 years of age and older.

– Tuff Streeters staff and family are not eligible for Tuff Streeters memberships

- By signing up and becoming a member you agree to these terms and conditions. – Tuff Streeters Pty Ltd shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) for any personal injury suffered or sustained in connection with any prize/s, events, except for any liability which cannot be excluded by law.
- If you enter into a Tuff Streeters trade promotion you acknowledge the terms and conditions of entry. These terms and conditions apply to all entries into our trade promotion, and we reserve the right to change.
- By entering into the trade promotion, you agree to abide by these terms and conditions and any amendments to the terms and conditions (approved by the appropriate state regulatory body) and posted on our website [www.tuffstreeters.com.au](http://www.tuffstreeters.com.au)
- Turnaround time on all sticker package and membership package purchases is 12-14 working days for all physical items to be posted.
- Every ONE TIME PAYMENT for PLATINUM and KING Digital Poster packs will also be in the draw to win a Golden Ticket. This will be randomly added to ONE Digital Poster pack to be sent out. The Golden Ticket for this trade promotion is for a \$1000 Fuel Voucher.
- Tuff Streeters takes no responsibility for any issues arising from the technical malfunction of computer, internet or software.
- If for any reason any aspect of our trade Promotions 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 Tuff Streeters, Tuff Streeters 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 Australian State or Territory regulation.

Tuff Streeters Pty Ltd 35646370667

Business Address: 7/32 Silkwood Rise Carrum Downs 3201

Available to Australian residents ONLY, excluding south australian residents

1.4 If you enter into a Tuff Streeters Trade Promotion you acknowledge the Terms and Conditions of entry. 1.5

The Terms and Conditions apply to all entries into our Trade Promotion and we reserve the right to change 1.6

All entries are non-refundable and non-transferable. Proof of identity must be provided by the winner.

1.7 By entering into any Trade Promotion you agree to abide by these Terms & Conditions and any amendments to the Terms & Conditions as posted on our website ([www.tuffstreeters.com.au](http://www.tuffstreeters.com.au))

## **2. Conditions of entry**

2.1 'Entry Details' must be entered correctly at the time of purchase.

2.2 The person whose details have been provided ('Entry Details') must be the person whom the giveaway prize will be transferred to. The individual is deemed to have agreed to and accepted these Terms and Conditions as a condition of entry into the relevant Trade Promotion.

2.3 Eligible persons in the Trade Promotion must meet the following criteria ('Eligible Person'): (a) a resident of Australia, (excluding individuals who have a residential address in South Australia)  
(b) persons who is 18 years old  
(c) persons who are not 'Ineligible Persons' (outlined in 2.4)

2.4 The following individuals are ineligible for entry in the Trade Promotion ('Ineligible Persons'):

(a) Directors of Tuff Streeters Pty Ltd;

(b) Employees and contractors of Tuff Streeters Pty Ltd, as well as employees and contractors of our subsidiaries. This includes their respective immediate family members (i.e., parents, spouses, domestic partners, siblings, and children), or any other person residing in the same household as our employees and contractors of Tuff Streeters Pty Ltd or employees and contractors of our subsidiaries, who may not win the offered giveaways.

(c) The individual from whom the prize was purchased, along with their respective immediate family members (i.e., parents, spouses, domestic partners, siblings, and children), or any other person residing in the same household as the individual from whom the prize was purchased, may not win the offered giveaways. (d) Individuals who have a residential address in South Australia.

2.5 It is your responsibility as an entrant into the Trade to ensure that you are eligible under all applicable laws to accept the prize should you win the Trade Promotion.

2.6 We reserve the right to disqualify entries in the event of non-compliance with the Terms and Conditions.

2.7 Tuff Streeters shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.

### **3. Transfer of prizes**

3.1 In the case that the Trade promotional prize is damaged due to natural disaster, fire, theft, destruction or other circumstances beyond Tuff Streeters control, we may offer you a substitute prize of the same value if covered under our insurance.

3.2 If the announced winner of the prize fails to claim, or if we are unable to contact the prize winner within 7 days of the draw, we will publish this fact on our website and all social media channels and a redraw will take place.

3.3 Tuff Streeters PTY LTD will deliver all vehicle prizes to the winners within 30 days of the winner announcement. This time frame allows for necessary paperwork and processing, coordination of transport logistics, and scheduling between our staff and the transport company. While we strive to deliver prizes as promptly as possible, unforeseen circumstances may occasionally cause delays. By participating in the promotion, winners acknowledge and agree to this delivery timeframe.

3.4 Transport costs will be paid for by Tuff Streeters Pty Ltd. The term 'Transport costs' includes: shipping the vehicle from Tuff Streeters possession to the winner's residential address within Australia.

3.5 Stamp duty, roadworthy, engineering, import taxes or fees and registration will not be paid for or provided by Tuff Streeters Pty Ltd.

3.6 Tuff Streeters PTY LTD provides all vehicles awarded as prizes in an "as-is" condition. While we ensure that all vehicles are in good running condition at the time of handover, we do not offer any warranty, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. By accepting a vehicle as a prize, the winner acknowledges and agrees that Tuff Streeters PTY LTD shall not be liable for any mechanical issues, defects, or any other problems that may arise after the vehicle has been transferred to the winner. All maintenance, repairs, and associated costs are the sole responsibility of the winner.

### **4. Privacy and Communications**

4.1 You agree that your participation in a Trade Promotion Prize Draw constitutes an invitation for us to contact you in relation to, among other things, offering you tickets in future draws, matters relating to your entry and to notify you of the outcome of the relevant Trade Promotion Prize Draw.

4.2 To enter into our Trade Promotion you must provide your phone number and email address and we reserve the right to send you service-related communications to you subject to our Privacy Policy regardless of your contact preference.

4.3 You may opt out of our marketing communication via the unsubscribe link attached to the method of communication.

## **5. Disputes**

5.1 Any and all disputes, claims and causes of action arising in relation to any Tuff Streeters Trade Promotion must be resolved individually and not by any form of class action.

5.2 All entrants to a Trade Promotion agree to participate in alternative dispute resolution, including but not limited to mediation, regarding any and all disputes, claims and causes of action before resorting to the commencement of legal proceedings. Tuff Streeters will not be responsible for any legal fees.

5.3 Tuff Streeters Pty Ltd shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) for any personal injury suffered or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.

5.4 The ownership/financial interest is transferred from when the prize/s leave Tuff Streeters Pty Ltd business premises or collection location. It is the responsibility of the winner to obtain appropriate permits and insurance. Tuff Streeters Pty Ltd will not be liable for any loss or damage to the prize from the time it leaves our premises for collection or delivery.

5.5 Tuff Streeters Pty Ltd is not responsible or liable for any loss or damage caused while the prize/s are in transit.

5.6 In the case that the Trade promotional prize is damaged due to natural disaster, fire, theft, destruction or other circumstances beyond Tuff Streeters Pty Ltd control, and covered under our business insurance policy. We may offer you a substitute prize of the same/similar value.

ABN

Tuff Streeters Pty Ltd ABN: 35646370667 ACN: 646370667

Tuff Streeters Co Pty Ltd 57671705061 ACN: 671705061