

CONDITIONS OF ENTRY | BCF WIN A BOAT COMPETITION (“COMPETITION”)

1. Information on how to enter and prizes form part of these Conditions of Entry. Registration for and/or participation in this Competition is deemed acceptance of these Conditions of Entry. Acceptance of these Conditions of Entry is a condition of entry to this Competition.
2. For the avoidance of doubt, this is a game of skill and chance plays no part in determining the winners.
3. Entry to this Competition commences on 25/10/2018 at 11:00 AM AEDT and closes on 22/11/2018 at 11:00 AM AEDT (Entry Period).
4. Entry to this Competition is open to Australian residents over the age of 18 years of age (Entrant). Employees of the Promoter and the Promoter’s suppliers, related bodies corporate and agencies associated with this Competition (and those employees’ immediate families) are ineligible to enter.
5. To enter the Competition Entrants must visit the BCF Win a Boat Competition website (<https://www.bcf.com.au/s/bcf-au/promotions/win-a-boat-with-mad-hueys.html>), upload an eligible photograph, fill in the entry form online and submit it to the BCF Win a Boat Competition website. Photographs must be in jpeg, gif or png format and less than 15MB in size.
6. Entrants must own the copyright of any photograph uploaded or otherwise be entitled to use the photograph in this way.
7. Entrants warrant and agree that, without limitation: (a) they will not submit any material (including without limitation, the entry itself, images, answers to questions, posts or comments and whether on the BCF Win a Boat Competition website or elsewhere in relation to this Competition or any Entrant or entry) (Content) that is unlawful or fraudulent or that may be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, not suitable for children under 16, or otherwise unsuitable for publication in the context of this Competition; (b) they will only submit Content which they have personally created or have the right to submit; (c) their entry will not contain viruses or cause injury or harm to any person or entity; (d) if applicable, they are the parent and/or legal guardians, or have permission from the parent or legal guardians, of any children depicted in the entry; (e) they will comply with these Conditions of Entry and with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems; (f) they hereby waive (or must procure the waiver of) any and all moral rights that may vest in the photographs and that the Promoter is not required to attribute the photographs to the Entrant nor any other third party in any use of the photographs by the Promoter pursuant to these Conditions of Entry; (g) they have the full authority to grant to the Promoter the rights referred to in these Conditions of Entry; (h) they will indemnify the Promoter against all costs and claims by third parties arising from a breach these Conditions of Entry; and (i) they have obtained consent of all persons depicted in the entry for the purposes of entering into the Competition.
8. Entrants agree: (a) they are fully responsible for the Content which they submit. The Promoter may, in its sole discretion, determine whether an entry will be posted, or remain posted on its websites. The Promoter reserves the right to vet or remove any Content at any time in its absolute discretion. However, the Promoter is not responsible for any Content uploaded to the site and visitors to the site view it at their own risk. Notwithstanding any decision by the Promoter to post Content on its website, the terms and warranties set out in these Conditions of Entry continue to apply; (b) to waive, and hereby do waive, any legal or equitable rights or remedies they have or may have against the Promoter with respect to the entries and Content they submit and their use of the Competition Website, and agree to indemnify and hold the Promoter, its officers, agents and affiliates harmless to the fullest extent allowed by law regarding all matters related to their use of the site; (c) to report abuse, harassment, inappropriate content or privacy complaints by emailing ymm@superretailgroup.com. The Promoter reserves the right to remove any Content from the Competition Website and invalidate any associated entry without prior notice and for any reason it sees fit in its sole discretion, including if properly notified that such material infringes on another's intellectual property rights.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants. The Promoter has the right to invalidate any entry which it considers to be (or may be) in breach of these Conditions of

Entry. Promoter's decision in relation to all aspects of the Competition is final and no correspondence will be entered into.

11. On 23/11/2018 at 11:00 AM AEDT the Promoter will select one winner from all entries received during the promotional period (Winning Entry). This is a game of skill and chance plays no part in determining the Winning Entry. Each entry will be individually judged by representatives of the Promoter based on the photograph included with the entry.
12. The winner will be notified by email using details provided in the entry form and may be announced in other media, for example, social media and on the BCF website.
13. The Winning Entry will receive a Stessl 440 Apache boat valued at \$12,000.

Boat Specifications:

- Beam: 2050mm
- Depth: 1200mm
- Length Overall: 4650mm
- Weight KG Boat Only: 280KG Approx.
- Bottom: 3.0mm
- Sides: 3.0mm
- People: 5
- Shaft: Long

Options Included:

- Yamaha 30HP CV 2 Stroke
- Dunbier Trailer
- Anchor Well
- Low Bow Rails
- Low Side Rails
- 2 x Rear Step & Rail
- Transducer Bracket
- Fuel Tank rack – Timber tops
- Low floor with frames
- 2 x thwart seats
- Front casting deck 1 x hatch
- Side pockets with sounder mount
- X bollard on deck
- Extruded side decks
- Small splash well
- Treadplate front deck
- Fully welded top decks
- Transom deck curve
- Striping
- Gunwhale rubber
- Tie downs

14. The winner will be required to collect the prize from a specified dealer in the winner's nearest capital city.
15. An unclaimed prize draw will take place 25/02/2019 at 11:00 AM AEDT. The winner will be notified by email using details provided in the entry form and may be announced in other media, for example, social media and on the BCF website.
16. Prizes are not transferable or exchangeable and cannot be taken as cash.
17. If requested by the Promoter, winners will sign a legal disclaimer on reasonable terms determined by the Promoter as a condition of taking any prize.
18. All Entrants consent to the use of their name and any other Content they submit by the Promoter for an unlimited period and for any purpose including promoting, publicising or marketing the Competition Website and this Competition including any outcome of this Competition in any media including at the BCF website and BCF Facebook page. Without limitation, the Promoter may continue to make the Competition Website available for viewing by the public after the end of the Competition, but will allow Entrants to remove their entry after the end of the Competition. The Promoter shall ensure that any such use is reasonable and reputable. The opportunity to participate in the Competition and the chance to win a prize constitutes the entire consideration payable by the Promoter in respect of such use.
19. The prizes and gifts constitute the entire consideration payable by the Promoter in respect of the winners' participation in the Promoter's BCF Win a Boat Competition and any use (in perpetuity) of photographs entered or images (whether photographic or video) produced, including in subsequent marketing, advertising or promotional materials or campaigns. Without limitation, the winners will not be entitled to any additional modelling fees, talent fees or other payment in respect of the campaign shoot or the use of their photographs or images by the Promoter. The Promoter shall have sole discretion in relation to the use or non-use of each winning entry and the selection of images for its marketing, advertising and promotional campaigns. The Promoter also has the unlimited, perpetual right to use such images for internal non-commercial purposes.
20. If for any reason this Competition is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserve the right in its sole discretion, subject to any written directions given by any relevant authority in each State and Territory, to cancel, terminate, modify or suspend the Competition.
21. The Promoter may, in its sole discretion, disqualify any entries from, and prohibit further participation in this Competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
22. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.
23. The Promoter and associated agencies and companies (and their officers, employees and agents) 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) in connection with this Competition or accepting or using any prize or gift, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. Any change in the value of the prizes occurring between the date of these terms and conditions and the date the prizes are claimed is not the responsibility of the Promoter.
25. All entries will be the property of the Promoter. The information Entrants provide will be used by the Promoter for the purpose of conducting this Competition. The Promoter may disclose Entrants' personal information to contractors and agents to assist in conducting this Competition, to communicate with Entrants and where relevant, to State and Territory gaming authorities. Winners' names will be published if required under the relevant lottery legislation. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 and the Promoter's Privacy Policy available at

<https://www.bcf.com.au/customer-service/privacy-policy.html>. Entrants can access their personal information by contacting the Promoter's Privacy Officer at 751 Gympie Road, Lawnton QLD 4501 or in accordance with the Promoter's Privacy Policy.

26. The laws of Australia apply to this Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
27. The Promoter is SRG Leisure Retail Pty Ltd ACN 110 667 411 (trading as BCF), of 751 Gympie Road, Lawnton QLD 4501. Phone: 1300 880 764