

ALLCLASS 2010 TINNE & TRAILER COMPETITION TERMS AND CONDITIONS

1. Introduction

Upon signing and delivering to Allclass a valid Allclass Entry Form, each Eligible Participant agrees to these terms and conditions.

Unless the context requires otherwise, capitalised terms herein shall have the following meanings:

- Allclass** means Postville Pty Ltd ABN 23 057 201 626, trading as Allclass Construction Equipment at 7 Neon St, Sumner Park QLD 4074 and trading as Allclass North at 10 Comport St, Portsmith QLD 4870;
- Allclass Entry Form** means a form entitled "Allclass 2010 Tinnie & Trailer Competition Entry Form" which an Eligible Participant needs to, among other things, sign and deliver to Allclass to enter into the Competition;
- Allclass Principal Place of Business** means 7 Neon St, Sumner Park QLD 4074, or such other address as Allclass may notify the Eligible Participants from time to time;
- Allclass Privacy Policy** is the privacy policy of Allclass from time to time which is available on request or on the Allclass website at www.allclass.com.au;
- Allclass Terms of Sale** means the applicable terms and conditions which a person agrees to upon purchasing and/or agreeing to purchase certain products and/or services from Allclass;
- Claim Expiry Date** means the date that is three (3) months from the Draw Date;
- Claim Period** means the period commencing on (and including) the Draw Date and ending on (and including) the Claim Expiry Date;
- Competition** means a competition conducted by Allclass in which one (1) Eligible Participant will be entitled to the Relevant Prize, subject to these terms and conditions and generally identified by Allclass as the "Allclass 2010 Tinnie & Trailer Competition";
- Competition Period** means the period commencing on (and including) 1 May 2010, and ending on (and including) 15 December 2010;
- Costs** means any costs expenses, fees and/or charges (including but not limited to any transport costs and internal charges);
- Draw Date** means 17 December 2010;
- Eligible Participant** means a Qualified Eligible Participant and/ or (as the case may be) a Nominated Eligible Participant;
- Expressly Excluded Qualified Person** means: (a) Allclass and their associated agencies and companies, (b) the directors, shareholders and employees of Allclass and their immediate families (which means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin), (c) Australian registered public companies, (d) foreign residents and foreign registered companies and other incorporated bodies, and (e) Australian, State and/or foreign governments, as well as any statutory or governmental bodies or authorities whatsoever;
- Loss** means any loss, liabilities, damage, theft, injury, death, claims, costs and/or any other loss whatsoever, whether direct or indirect or consequential (including, but not limited to, any loss of revenue, income and/or profit);
- New Kubota Excavator or Loader** means a new, 2009 or 2010 model, Kubota excavator or Kubota wheel loader which Allclass may sell or promote from time to time during the Competition Period in its ordinary course of business;
- Nominated Eligible Participant** has the meaning given to it in Clause 2.1;
- Qualified Eligible Participant** has the meaning given to it in Clause 2.1;
- Qualified Person** means any legal entity that is not an Expressly Excluded Qualified Person and is either: (a) an individual that is eighteen years or more old and is a resident of either Queensland or New South Wales, whether such individual is acting as a trustee or not; or (b) an Australian registered proprietary company with its registered office in Queensland or New South Wales, whether it is acting as a trustee or not;
- Relevant Address** means (a) in the case of Allclass, the Allclass Principal Place of Business, and (b) in the case of each Eligible Participant, the postal, email and/or facsimile (as applicable) address which such Eligible Participant inserts on the Allclass Entry Form which it submits to Allclass;
- Relevant Prize** means: (a) one (1) only Stacer 359 Seasprite tinnie boat; (b) one (1) only Yamaha 15HP 2 stroke outboard; (c) one (1) only Redco RE1213LW trailer; (d) safety gear for four (4) people, and (e) approximately 12 months registration starting on (or around) April 2010;
- Ticket** means one (1) valid Allclass Entry Form, or if Allclass so determines in its sole discretion, one (1) other document or thing that is reasonably intended to represent one (1) valid Allclass Entry Form; and
- Winning Participant** means the Eligible Participant that is announced by Allclass to be the winner of the Relevant Prize in the Competition on the Draw Date, subject to and in accordance with these terms and conditions.

2. Competition

- 2.1 A Qualified Person (the "first Qualified Person") may enter the Competition, or alternatively nominate another Qualified Person in writing (in a form reasonably acceptable to Allclass) to enter the Competition instead of the first Qualified Person, each time such first Qualified Person purchases from Allclass (and pays Allclass in full for) one (1) New Kubota Excavator or Loader within the Competition Period, provided however that (unless Allclass consents otherwise) such first Qualified Person has paid Allclass in full all amounts which it owes Allclass (whether in connection with such purchase or otherwise) prior to or at the time it enters the Competition, or (if applicable) prior to or at the time it nominates another Qualified Person to enter the Competition (such first Qualified Person being a "Qualifying Eligible Participant"). A Qualified Person may enter the Competition each time it is nominated in writing (in a form reasonably acceptable to Allclass) to enter the Competition by, and instead of, a Qualifying Eligible Participant, provided however that (unless Allclass consents otherwise) Allclass has been paid in full all amounts owing to Allclass by the nominating Qualifying Eligible Participant prior to or at the time such nominated Qualified Person enters the Competition (such nominated Qualified Person being a "Nominated Eligible Participant"). For the avoidance of doubt, more than one Qualified Persons may constitute one (1) Eligible Participant, and if such Eligible Participant is the Winning Participant, unless the relevant Qualified Persons agree otherwise, such Qualified Persons that constitute that Eligible Participant shall be entitled to the Relevant Prize as tenants in common in equal shares. For the avoidance of doubt, a maximum of one (1) Eligible Participant may enter the Competition (whether it is a Qualifying Eligible Participant or a Nominated Eligible Participant) for each New Kubota Excavator or Loader purchased within the Competition Period (although, for the avoidance of doubt, one (1) Eligible Participant could still be one or more Qualified Persons).
- 2.2 A Qualified Person will be taken to have entered the Competition each time it delivers one (1) valid Allclass Entry Form to Allclass within the Competition Period, provided however that such Qualified Person is an Eligible Participant at such time.
- 2.3 An Allclass Entry Form will only be valid if: (a) it is entitled the "Allclass 2010 Tinnie & Boat Competition Entry Form", (b) it is in the form acceptable to Allclass, (c) it is signed and dated by the Eligible Participant within the Competition Period, (d) it contains the full name of the Eligible Participant, as well as its postal address or facsimile address or email address, (e) it contains the model and serial number of the New Kubota Excavator or Loader which was purchased from Allclass and which consequently entitled, subject to Clause 2.1, the relevant Eligible Participant to enter the Competition using such Allclass Entry Form, provided however that such New Kubota Excavator or Loader has not been referred to on a prior valid Allclass Entry Form, and (f) it is delivered to Allclass within the Competition Period. For the avoidance of doubt, there can only be one (1) Eligible Participant identified on each Allclass Entry Form (although, for the avoidance of doubt, one (1) Eligible Participant could still be one or more Qualified Persons).
- 2.4 Allclass shall randomly draw (the "Draw") a Ticket from a box containing all Tickets (which represent all the valid Allclass Entry Forms that have been delivered to Allclass during the Competition Period) at approximately 3.00pm on the Draw Date at the Allclass Principal Place of Business. The Eligible Participant identified on the Ticket which is drawn shall be the winner of the Competition (the "Winning Participant").
- 2.5 The Winning Participant shall be entitled to claim full title in the Relevant Prize at any time during normal business hours during the Claim Period.
- 2.6 Within seven (7) days of the Draw Date, Allclass shall:
- 2.6.1 publish the Winning Participant on Allclass's website at www.allclass.com.au; and
- 2.6.2 notify the Winning Participant in accordance with Clause 8 that it is the Winning Participant and that it is consequently entitled to claim full title in the Relevant Prize at any time during normal business hours during the Claim Period.
- 2.7 In order to claim full title in, and take possession of, the Relevant Prize, the Winning Participant must during normal business hours during the Claim Period:
- 2.7.1 notify Allclass that it wishes to claim the Relevant Prize in writing;
- 2.7.2 sign, produce and deliver such documents as are required in order to effect the transfer of the full title in the Relevant Prize to the Winning Participant;
- 2.7.3 pay Allclass in full any Costs and taxes which Allclass reasonably incurs or is reasonably expected to incur in connection with the transfer and delivery of the full title of the Relevant Prize to the Winning Participant;
- 2.7.4 pay Allclass in full any amounts which the Winning Participant owes to Allclass whatsoever howsoever arising, unless Allclass agrees otherwise; and
- 2.7.5 arrange for, and attend to, at its own Cost and risk, the collection of the Relevant Prize by it or its agent from the Allclass Principal Place of Business at any time during normal business hours during the Claim Period (and the Winning Participant must give Allclass reasonable notice in advance of such collection). For the avoidance of doubt, each Eligible Participant agrees that delivery of the Relevant Prize will take effect as at the Allclass Principal Place of Business and that Allclass will not be required to deliver the Relevant Prize to any other address or location (including but not limited to the Winning Participant's address).
- 2.8 In the event the Winning Participant does not claim full title to the Relevant Prize or collect or take delivery of the Relevant Prize subject to and in accordance with these terms and conditions, on or before the Claim Expiry Date, then the Winning Participant shall automatically lose its right to claim full title to the Relevant Prize, in which case:
- 2.8.1 Allclass shall randomly re-draw (the "Re-Draw") a Ticket from a box containing all Tickets (which represent all the valid Allclass Entry Forms that have been delivered to Allclass during the Competition Period, but excludes the Ticket relating to the Allclass Entry Form relating to the Winning Participant) on 18 April 2011 (the "Re-Draw Date") at the Allclass Principal Place of Business at approximately 3.00 pm. The Eligible Participant identified on the Ticket which is drawn on the Re-Draw Date shall be the new winner of the Competition (the "New Winning Participant");
- 2.8.2 reference to the "Winning Participant", "Draw Date" and "Draw" in these terms and conditions (except this Clause 2.9) shall be read as the "New Winning Participant", the "Re-Draw Date" and the "Re-Draw" respectively; and
- 2.8.3 in the event the New Winning Participant does not claim full title to the Relevant Prize or collect or take delivery of the Relevant Prize on or before the Claim Expiry Date (based on the Re-Draw Date and not the Draw Date), then Allclass may deal with the Relevant Prize in its sole and absolute discretion.
- 2.9 Allclass's decision as to who is the Winning Participant is final and Allclass will not enter into correspondence regarding the result.

2.10 Notwithstanding anything in these terms and conditions, in the event it is the Winning Participant, each Eligible Participant agrees to use its best endeavours to collect, and to allow Allclass to effect delivery to the Winning Participant of, the Relevant Prize within one (1) month of the Draw Date.

3. Prize

3.1 Only one (1) prize winner will be drawn as part of the Competition.

3.2 The total retail value of the Relevant Prize including GST, as at 15 April 2010, is approximately \$5,860.00 (the "Relevant Prize Value").

3.3 The Relevant Prize is not transferable, exchangeable or redeemable for cash, unless Allclass consents to this in its sole and absolute discretion and consents to this in writing. In the event any Relevant Prize item is unavailable for delivery to the Winning Participant at any time before the Claim Expiry Date, for any reason whatsoever, Allclass reserves the right to substitute a prize item of a value equal or greater than the Relevant Prize Value (including but not limited to an amount in cash) or a prize item that the Winning Participant is acceptable with, and Allclass agrees to transfer such substituted prize item to the Winning Participant subject to and in accordance with these terms and conditions as if such substituted prize item was in fact the Relevant Prize.

3.4 Any taxes (other than GST, if any) and any Costs which may be payable as a consequence of the Winning Participant receiving title in and/or taking possession of the Relevant Prize (including but not limited to any duty) are the sole responsibility of the Winning Participant.

3.5 In participating in the Relevant Prize, the Winning Participant agrees to participate and co-operate as required by Allclass in all marketing activities relating to the Competition, including but not limited to being interviewed and photographed. The Winning Participant grants Allclass a perpetual and non-exclusive licence to use its name in connection with the Competition, any information the Winning Participant provides Allclass in interviews relating to the Competition and any footage and photographs relating to such Competition, in all media worldwide and the Winning Participant will not be entitled to any fee for such use. For the avoidance of doubt, each Eligible Participant agrees that Allclass may disclose to the public whether or not that Eligible Participant has or has not won the Competition.

3.6 If an Eligible Participant does not mark the "opt-out" box on the Allclass Entry Form, the Eligible Participant consents to the storage of their personal information on the Allclass databases and Allclass may use this information at any time in the future for promotional and marketing purposes regarding their respective products or services including contacting the Eligible Participant via electronic messaging.

4. No Liability

4.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders Allclass's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, Allclass may in its absolute discretion cancel the Competition and recommence it from the start on substantially the same terms and conditions, subject to the applicable legislation.

4.2 Allclass and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.

4.3 Allclass and their associated agencies and companies will not be liable for any misadventure, accident, injury, Loss or claim that may occur:

4.3.1 during the Draw, and in relation to the preparation of, and/or, execution of the Draw;

4.3.2 whilst undertaking any travel won on or connected with a person's entry into the Draw;

4.3.3 in the participation in the Relevant Prize;

4.3.4 as a consequence of late, lost or misdirected mail;

4.3.5 due to the publication of any material, including any statements made by any compere, staff member, journalist, other Eligible Participants or any other person, whomsoever;

4.3.6 arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this Competition; and

4.3.7 due to circumstances outside Allclass's reasonable control.

4.4 Allclass and its affiliates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

4.5 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited to, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Allclass which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition, Allclass reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to applicable law.

5. Agreements of Eligible Participants

Upon signing an Allclass Entry Form, each Eligible Participant agrees:

5.1 to these terms and conditions;

5.2 that if it becomes the Winning Participant and takes possession of the Relevant Prize, it shall ensure the Relevant Prize shall only be used (whether by it or by other persons):

5.2.1 by suitably licensed, qualified and trained persons;

5.2.2 in accordance with the Relevant Prize's intended and proper use; and

5.2.3 in accordance with the operating manuals applicable to the Relevant Prize;

5.3 that, if it becomes the Winning Participant, it acknowledges that it, and not Allclass, is responsible for obtaining directly from the original equipment manufacturer of the Relevant Prize any applicable operating manuals relating to that Relevant Prize;

5.4 that Allclass is not responsible for obtaining any insurance whatsoever relating to the Relevant Prize at any time whatsoever;

5.5 that risk in the Relevant Prize shall transfer to the Winning Participant as soon as (a) the Relevant Prize is placed in a position at the Allclass Principal Place of Business, and (b) once this has occurred, Allclass has notified the Winning Participant that the Relevant Prize is ready for collection;

5.6 that full title in the Relevant Prize shall transfer to the Winning Participant at the later of (a) it claiming the Relevant Prize subject to and in accordance with these terms and conditions, (b) it taking possession of the Relevant Prize, and (c) it satisfying in full any outstanding amounts owing to Allclass whatsoever, howsoever arising;

5.7 that it agrees with the terms of the Allclass Privacy Policy available on request or at the Allclass website: www.allclass.com.au;

5.8 that it shall comply with all applicable laws relating to and/or in connection with the Competition and (if applicable) the transfer and/or using of the Relevant Prize;

5.9 for the avoidance of doubt, that the purchase price of the New Kubota Excavator or Loader relating to each valid Allclass Entry Form is the prevailing market value for such goods at the time of such purchase;

5.10 that it shall be able to, and shall on request by Allclass, demonstrate to Allclass proof that it is a Queensland or New South Wales resident (eg through display of a company search or drivers licence); and

5.11 that it represents and warrants that all information it has provided Allclass in connection with the Competition is true, accurate and not misleading, and that any information it does provide Allclass in connection with the Competition is true, accurate and not misleading.

6. Indemnity

Each Eligible Participant agrees that in the event it becomes the Winning Participant, it shall indemnify and hold harmless Allclass against any Loss whatsoever, howsoever arising, which Allclass incurs or may incur in connection with any breach of these terms and conditions by the Winning Participant, any breach of any tortious, contractual statutory or other duty by the Winning Participant and/or the transfer of the Relevant Prize to the Winning Participant, including but not limited to any Costs and taxes relating to the transfer of the Relevant Prize, and the Eligible Participants agrees that in such case, the Winning Participant will reimburse Allclass for such Loss incurred or to be incurred, immediately upon Allclass's demand.

7. Limited Liability and Exclusion of Liability

7.1 Each Eligible Participant agrees that in the event it becomes the Winning Participant and consequently takes title of the Relevant Prize, that it shall take such Relevant Prize on an "as is, where is" basis and it acknowledges that all warranties taken to be given by Allclass regarding the Relevant Prize and/or the Competition, whether express or implied, including without limitation to the generality of the foregoing, warranties as to suitability or fitness of the Relevant Prize for any particular purpose, are expressly excluded to the fullest extent permitted by law.

7.2 Without prejudice to the foregoing, to the fullest extent permitted by law, the liability of Allclass for the breach of any warranty expressly given, or implied, in these terms and conditions and/or the Competition shall be limited to such one of the following as Allclass in its sole discretion may decide: 7.2.1 the repair of the Relevant Prize; and/or 7.2.2 the replacement of the Relevant Prize.

7.3 **Subject to Clause 7.2, and notwithstanding any other provision of the terms and conditions, each Eligible Participant agrees and acknowledges that Allclass shall not be responsible and/or liable in tort, contract, statute and/or otherwise for any Loss whatsoever, howsoever arising, whether direct or indirect, (without limitation to the foregoing) for any delay or inconvenience of any kind and/or (without limitation to the foregoing) for any Cost incurred thereby whatsoever, whether arising out of or relating to any breakdown or failure of the Relevant Prize, delays, delivery or non-delivery of the Relevant Prize or replaced goods, defective materials or workmanship, lack of suitability or fitness of the Relevant Prize and/or otherwise for any reason whatsoever including, without limiting the foregoing, any circumstances outside Allclass's control, and the negligence or breach of contract or wilful act or default of any person, whomsoever.**

8. Notice

For the purposes of these terms and conditions, notice from one person to another person will be valid and deemed to be given if it is delivered in writing in person, or, to such other person's Relevant Address, whether by post or by email or facsimile, and the time such notice will be taken to be delivered will be: (a) if delivered in person, at the time it is given, (b) if delivered by post, 3 business days after the date of postage and/or (c) if delivered by email or facsimile, at the time it is sent.

9. Law

These terms and conditions are governed by the laws of Queensland and each Eligible Participant agrees to submit to the exclusive jurisdiction of the State of Queensland.

10. Promoter

The name of the person conducting the Competition is Postville Pty Ltd ABN 23 057 201 626, trading as Allclass Construction Equipment at 7 Neon St, Sumner Park QLD 4074 (with telephone number 07 3279 3300) and trading as Allclass North at 10 Comport St, Portsmith QLD 4870 (with telephone number 07 4050 7500).

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