

MaxiTRANS 'R U OK? Day' 2019 promotion – Terms and Conditions

These Terms and Conditions govern the 'R U OK? Day' promotion (**Promotion**) conducted by MaxiTRANS Industries Limited ACN 006 797 173 and its related bodies corporate (**MaxiTRANS, we, us, our**). By participating in the Promotion you acknowledge that you have read these terms and conditions, and you agree to be bound by and abide by them.

The Promotion

1. The Promotion period commences at 12:00am AEST on 12 September 2019 and ends at 11:59pm AEST on 12 September 2019 (Promotion Period), and we reserve the right to extend the Promotion end date at any time.
2. To participate in the Promotion, you must:
 - (a) place a new order for a new trailer or new truck body from a dealership within the MaxiTRANS group in either Australia or New Zealand, or a new trailer or new truck body from Buronga Truck Sales & Service Pty Ltd ACN 000 610 695 (trading as Mildura Truck Centre and The Truck Specialists) or Broken Hill Truck Centre Pty Ltd ACN 163 170 492 or Camion Pty Ltd ACN 006 311 922 (trading as Graham Thomson Motors) (**Order**); or
 - (b) purchase parts offered for sale by MaxiPARTS Pty Ltd ACN 110 786 215 or MaxiPARTS (Qld) Pty Ltd ACN 082 691 423 (**Parts**),
in the Promotion Period.
3. Orders placed with Trailer Sales Pty Ltd ACN 106 983 199 do not constitute an Order for the purposes of this Promotion.

Donation by MaxiTRANS group

4. If an Order is accepted by the relevant entity during the Promotion Period (**Eligible Order**) and:
 - (a) you complete the Eligible Order; and
 - (b) the Eligible Order is not terminated, cancelled or varied at any time; and
 - (c) you are not at any time in default of your obligations under the Eligible Order,MaxiTRANS will, or will procure that a related body corporate will, (subject to paragraph 6) donate 1% of the total purchase price paid by you under an Eligible Order (exclusive of GST and net of any rebates or discounts) to RUOK? Limited (Charity ABN 25 138 676 829).
5. For all Parts purchased and paid for in full during the Promotion Period, MaxiTRANS will, or will procure that a related body corporate will, (subject to paragraph 6) donate 1% of the total purchase price paid by you (exclusive of GST and net of any rebates or discounts) to RUOK? Limited (Charity ABN 25 138 676 829).
6. The maximum aggregate donation payable under this Promotion will be AUD\$15,000.

Standard terms

7. We reserve the right to amend the Promotion and its terms and conditions at any time and for any reason, and will notify you of any such amendments as soon as reasonably practicable on the Promotion landing page at www.maxitrans.com/ruok. It is your responsibility to regularly check the Promotion landing page for any amendments. Any amendments will be applied and interpreted at our sole discretion.
8. To the extent permitted by law including the Australian Consumer Law, if the Promotion is not capable of running as planned including by reason of technical failure, fraud or any cause beyond our control, we may cancel or suspend the Promotion.
9. To the extent permitted by law including under the Australian Consumer Law, we exclude liability for all direct, indirect or consequential liabilities, losses, damages, costs and expenses (including loss of revenue, loss of goodwill, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of data, loss of use of data or loss of anticipated savings or benefits), whether arising in contract, tort (including negligence) or otherwise, suffered or incurred by you:
 - (a) in connection with or in any way relating to the Promotion, including as a result of:
 - (i) any act, error or omission by us in the course of running the Promotion;
 - (ii) any unavailability of any trailers, truck bodies or Parts during or after the Promotion Period; or
 - (b) arising from any circumstance beyond our control; and
 - (c) otherwise under or in connection with these Terms and Conditions.
10. For New Zealand participants, paragraphs 8 and 9 of these Terms and Conditions will be interpreted as if the Fair Trading Act 1986 (NZ) and the Consumer Guarantees Act 1993 (NZ) apply as the relevant consumer law.
11. We may collect personal information in order to conduct the Promotion and for related promotional purposes and may, for these purposes, disclose such information to our related companies, third parties and regulatory bodies, including our agents, contractors and service providers. We handle personal information we collect and hold about you in accordance with our Privacy Policy. A copy of our Privacy Policy can be reviewed at <http://maxitrans.com/privacy-policy/>. Our Privacy Policy forms part of these Terms and Conditions.
12. You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms and Conditions.
13. If a provision of these Terms and Conditions is invalid or unenforceable, it may be severed from these Terms and Conditions, and the remaining provisions of these Terms and Conditions will continue in force.
14. In respect of Australian participants, these Terms and Conditions will be governed by and construed in accordance with the laws in force in the State of Victoria, Australia, and those participants unconditionally submit to the jurisdiction of the courts of the State of Victoria, Australia and any courts which have jurisdiction to hear appeals from such courts. In respect of New Zealand participants, these Terms and Conditions will be governed by and construed in accordance with the laws in force in New Zealand, and those participants unconditionally submit to the jurisdiction of the courts of New Zealand.
15. If you have any questions relating to the Promotion or these Terms and Conditions, please contact us via email at marketing@maxitrans.com.au, call us on 03 8368 1100, or contact us via our website at www.maxitrans.com.
16. In these Terms and Conditions: paragraph headings are for convenience only and do not affect the interpretation of these Terms and Conditions; words importing the singular include the plural and vice versa; if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word has a corresponding meaning; a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them; and, the meaning of general words is not limited by specific examples introduced by *including, for example, such as* or similar expressions.