

Classic Million Dollar Fish Promotion

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. **Entry is only open to Australian residents.**
3. Promotion commences on 01/10/2015 and ends on 29/02/2016 ("**Promotional Period**").
4. To enter, individuals must register and comply with all terms and conditions of the Million Dollar Fish promotion www.milliondollarfish.com.au who are the primary promoter of this competition. Participants then need to have liked the JM Gillies Facebook page to be considered for the prizes
5. To win the \$10,000 (Recommended retail price) of JM Gillies products the participant needs to have caught the Tagged Million Dollar Fish and complied with the full terms and conditions for this prize as specified in point 4 of the Million Dollar Fish terms and conditions. They then have to have liked the JM Gillies Facebook page, caught the Million Dollar Fish on a JM Gillies Classic lure (Classic lures is a registered brand of lures distributed solely by JM Gillies) and posted a picture of the winning fish and the lure it was caught on onto the JM Gillies Facebook page.
6. To win one of the \$300 Classic Packs (Recommended retail price) the participant needs to have caught 1 of the 75 Tagged \$10,000 Fish and complied with the full terms and conditions for this prize as specified in point 4 of the terms and conditions. They then have to have liked the JM Gillies Facebook page, caught one of the 75 tagged \$10,000 Fish on a Classic lure and posted a picture of the tagged fish and the lure it was caught on onto the JM Gillies Facebook page
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. The winners will be confirmed with the primary promoter as having correctly registered and met all the primary promoters terms and conditions whilst complying with all terms and conditions associated with JM Gillies Facebook promotion
10. The Promoter's decision is final and no correspondence will be entered into.
11. The \$10,000 JM Gillies prize pack will be made up of a selection of products it deems to be suitable to the winning participant. The value of the Prize is valued according to the JM Gillies 2015/16 Recommended retail price list
12. The \$300 Classic Prize pack is made up of Classic Lures, a Classic Shirt and a Classic Cap
13. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.

14. Subject to the unclaimed prize draw clause, if the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
15. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
16. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
17. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in the prize.
20. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
21. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. In addition to any use that may be outlined in the Promoter's PIP Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
22. The Promoter is JM Gillies Australia ABN 29 004 840 439