

STRIKE GOLD IN EXMOUTH
PENN x BCF x On Strike Charters Exmouth
Particulars

Promotion	Strike Gold In Exmouth
Terms and Conditions	These Particulars, the General Terms and Conditions and Schedules set out the terms of this Promotion (Terms and Conditions). If there is any inconsistency between these Particulars and the General Terms and Conditions, the Particulars shall prevail. By participating in this Promotion, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid and for eligibility to win the Prize.
Promotion Website	BCF website (www.bcf.com.au)
Promoter	Abu Garcia Pty Ltd T/A Pure Fishing Australia (ABN 14002872013), 16 Pioneer Avenue, Tuggerah, NSW, 2259 (Phone number: 1800 106 389).
Promotion Type	Game of chance.
Permit Number	The Promotion is authorized under NSW Authority No. TP/03853; ACT Permit No. ACT TP 24/02223; SA Permit No TP 24/1723
Promotional Period	The Promotion commences at 12.01am (AEST) on 7 th October 2024 and closes at 11.59pm (AEDT) on 15 th November 2024. The Promotional Period is subject to change at the Promoter’s discretion and all changes will be notified on the Promoter’s website: BCF website (for Australia)
Participating Stores	BCF Retail stores within Australia displaying advertising for this promotion or at www.bcf.com.au
Participating Products	All PENN products.
Eligible Entrants	Entry to the Draw is open exclusively to BCF Club Members. The lottery is open to all residents. If an entrant is under 18 years of age, they must provide verifiable parental or guardian consent to be eligible to participate in the lottery. Any entries submitted by those under 18 without proper consent will be deemed invalid. Employees of the Promoter, its related entities and any agencies associated with this Promotion (and any immediate family members of such persons) are ineligible to enter. “Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. “Immediate family member” means spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, brother or sister.

	The Promoter is responsible for determining whether a person is eligible to enter and win the Prize in its absolute discretion.
How To Participate	<p>To enter and be eligible to win the Prize as part of the Draw, each Eligible Entrant must, during the Promotional Period:</p> <ul style="list-style-type: none"> (a) Purchase one or more PENN products totaling \$100 or more in one transaction (Qualifying Transaction) from any BCF Retail store within Australia displaying advertising for this promotion or at www.bcf.com.au; and (b) Scan their BCF membership card or provide details at the time of purchase so that their membership number can be recorded against the transaction, or login to their Club BCF account when purchasing online. <p>Each additional \$100 spent in a Qualifying Transaction will earn one additional entry into the draw.</p>
Draw	<p>This Promotion is a game of chance. Skill plays no part in determining the winners.</p> <p>The Promoter will, from all valid entries made during the Promotional Period, randomly draw the Prize winners using an electronic prize draw system from Super Retail Group's head office at 6 Coulthards Ave, Strathpine, QLD, 4500 at 2pm (AEDT) on 22nd November 2024.</p> <p>An independent scrutineer will observe the draw process and announcement of the winner.</p> <p>The first valid entry randomly drawn will win the major draw prize (Major Prize Winner).</p> <p>The second to eleventh valid entry randomly drawn will win a secondary prize.</p>
Prize	<p>There are 11 Prizes to be won:</p> <ul style="list-style-type: none"> • Major Prize; Win a 3-day trip for you and a mate with Michael Guest to Exmouth <ul style="list-style-type: none"> • Round-trip (economy) flights from any capital city in Australia to Exmouth (if required), valued from \$4,000 to \$6,000 (depending on capital city of departure); • Airport transfers from Exmouth Airport to Exmouth Escape Resort, valued at \$300; • Five nights staying in Exmouth Escape Resort (4.5-star hotel), valued at \$2,900; • Eftpos giftcard to cover non-alcoholic food and drinks' expense, valued at \$2,000; and • Three-day charter boat trip with On Strike Charters - Exmouth (including guide, all fishing gear, lunches and non-alcoholic drinks), valued at \$9,200. • One \$2,000 RRP PENN tackle pack. • \$1,000 BCF Gift Card • Total prize value: up to \$23,400.

	<ul style="list-style-type: none"> • Secondary prizes: Win 1 of 10 saltwater tackle packs, including: \$2,000 RRP of PENN products and a \$100 BCF Gift Card per pack. • Total value of the Prize is up to \$34,400. (All dollar values above are in Australian Dollar currency.) <p>(If the Major Prize Winner is below 18 years of age at the time of travel, his/her nominated 'mate' must be a responsible adult/guardian for such minor. If the 'nominated' mate is below 18 years of age at the time of travel, the Major Prize Winner must be a responsible adult/guardian for such minor.)</p>
	<p>An Eligible Entrant can enter the draw to win the Prize for each Qualifying Transaction, without limit on the number of Qualifying Transactions per Eligible Entrant.</p> <p>The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.</p>
Additional Costs and Requirements	<p>Additional spending money, additional meals, taxes, insurance, passports, visas, vaccinations, items of personal nature, in-room charges, and all other ancillary costs are not included as part of the Prize and are the Major Prize Winner's responsibility unless otherwise stated.</p> <p>It is the Major Prize Winner's responsibility to arrange transport to and from the departure airport of their choosing.</p>
Travel Terms	<p>The Major Prize Winner must use the Prize within 6 months of notification of the Prize by the Promoter and its use will be subject to the discretion of Promoter and availability of its suppliers in terms of flights, accommodation and place on the charter boat. Prize cannot be taken during Australian school holidays, public holidays or other peak periods. If the winner is unavailable or unwilling to travel during the timeframe required by the Promoter, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu.</p> <p>The Major Prize Winner and his/her 'mate' must travel on the same itinerary and must sign and accept all conditions of the Prize, including any indemnity and release form that may be required to be signed by the Promoter or its suppliers upon acceptance of the Prize.</p> <p>Promoter reserves the right to postponement or Prize substitution due to unforeseen travel restrictions or other circumstances beyond its reasonable control.</p> <p>Frequent flyer points will not be awarded and do not form part of the prize. The winner may be required to present their credit card at accommodation check in.</p>
Notifications	<p>The winners of the Draw will be notified by email and telephone within 7 days of the Draw.</p>

The details of the major prize winners (last name, first initial, and postcode) will be published on the promoter's website within 30 days of the major prize draw and/or unclaimed prize draws.

In the event the winner of the Draw cannot be contacted, the Promoter will retain the Prize for two (2) months from the date of the Draw. If the Prize is not claimed within this time or he/she refuses to comply with any of the Promoter's conditions on the award of the Prize (including the signing of all indemnities and releases for the Promoter or its suppliers), all rights to the Prize are forfeited and Super Retail Group will re-draw another winner for the unclaimed Prize at 6 Coulthards Ave, Strathpine, QLD, 4500 at 10am (AEDT) on 6 January 2025 by way of a random draw (**Re-draw**).

An independent scrutineer will observe the Re-draw process and announcement of the winner.

The winner of the Re-draw will be contacted by email and telephone within 2 days of the Re-draw.

The details of the major prize winners (last name, first initial, and postcode) will be published on the promoter's website within 30 days of the major prize draw and/or unclaimed prize draws by 8th January 2025.

General Terms and Conditions

1. The details above and the following clauses collectively form the terms and conditions of the Promotion (**Terms and Conditions**).
2. All dollar values are in Australian Dollar Currency, unless otherwise specified.
3. Each entrant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
5. The Promotion is not valid in conjunction with any other offer.
6. Entrants to the Draw can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
7. The Promoter reserves the right to disqualify an entrant to the Draw or reclaim a Prize from an entrant if the Participating Product corresponding to the successful entry is returned after the entry has been processed and the Prize has been given to the entrant. This clause does not limit or affect the entrant's rights with regards to warranties on the Participating Product.
8. All entrants to the Draw acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility or breach of these Terms and Conditions after the Promoter has awarded a Prize to the ineligible person. The ineligible entrant's payment of the Prize value (or part thereof) to the Promoter may be required by the Promoter if this occurs.
9. Incomplete, indecipherable, or illegible entries will be deemed invalid. Entrants are responsible for ensuring their correct personal information and contact email address are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an entrant fail to receive their Prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
10. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the entrant.
11. The Promoter does not warrant that the entry mechanism will be available, or the Participating Stores will be open or all Participating Products will be available at all times during the Promotion.
12. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entry manually using an internet browser.
13. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:
 - a. submits an entry which is received by the Promoter outside the Promotional Period;
 - b. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, the Prize supplier, another entrant or potential entrant of, or anyone else associated with, this Promotion;

- c. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - d. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
- 14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including, without limitation, an entrant's identity and place of residence). Errors and omissions may be accepted or rejected at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 15. Entries must not contain any material which is, in the opinion of the Promoter, offensive, defamatory, inappropriate, obscene, unsuitable, infringing content, rude or otherwise objectionable. The Promoter reserves the right, in its sole discretion, to reject any entries which do not comply with these Terms and Conditions and will not provide any notification nor reasons for rejection. Entries that do not comply with these Terms and Conditions of entry will be deemed invalid and are not eligible to win.
- 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
- 17. The Promoter will telephone and email a winner of the Draw (or Re-draw, if applicable) to advise them of their win, ask for acceptance of the Prize and confirm their postal address (**Win Notification**).
- 18. If a winner:
 - a. fails to respond to the Promoter within 2 months of the Win Notification;
 - b. does not provide a valid address;
 - c. does not provide complete details;
 - d. fails to sign the necessary documentation provided by the Promoter; or
 - e. for any other reason, is determined to be ineligible by the Promoter,then the Promoter will reclaim the Prize, such winner shall forfeit any right to the Prize and the Promoter shall conduct a Re-draw to award the Prize to an eligible Winner.
- 19. It is a condition of accepting the Prize that the entrant must comply with all the conditions of use of the Prize and Prize supplier's requirements. The entrant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or Prize supplier in their absolute discretion. The Prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the Prize as stated.
- 20. The Promoter may communicate or advertise this Promotion via social media platforms (**Platforms**) including, without limitation, Facebook and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with these Platforms. Entrants are providing their information to the Promoter and not to the Platforms. Each entrant completely releases the Platforms from any and all liability.
- 21. The Prize is subject to availability, not transferable to any other person (except for the Winner) and not exchangeable for cash or any other item(s).

22. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value of the Prize, or element of it, subject to the approval of any relevant authority.
23. 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 2010 (Cth)*, *Consumer Guarantees Act 1993 (NZ)*, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
24. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its 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, including, but not limited to, where arising out of the following:
 - 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 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/implications incurred by an entrant; or
 - f. use of a Prize.
25. Any attempt to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
26. In participating in the Promotion and accepting the Prize, the Winner agrees to participate and co-operate as required in all editorial and marketing activities relating to the Promotion, including, without limitation, being interviewed, photographed and video recorded (**Material**). The Winner agrees to granting the Promoter a perpetual, non-exclusive, non-revocable, and royalty-free licence to use such Material in all media, including, without limitation, online social networking sites, and the Winner will not be entitled to any fee for such use. The Winner will be published on the Promoter's website: <https://www.bcf.com.au/brands/penn> and on its various social media accounts.
27. These Terms and Conditions and the Promotion are governed by the laws applicable in the State of New South Wales, Australia unless otherwise stated or the operation of laws in Australia necessarily requires. If there is any dispute, disagreement or ambiguity relating to any of the points contained in these Terms and Conditions, an Entrant may contact the Promoter in the first instance for resolution. If resolution is not reached between the entrant and the Promoter; the Promoter will appoint an independent mediator. If not resolved by mediation, the Promoter or entrant accept the non-exclusive jurisdiction of the courts of New South Wales to resolve any dispute arising in connection with the Promotion.

PRIVACY AND PERSONAL INFORMATION

28. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and addresses. All information entrants provide will be used by the Promoter for the purpose of administering this Promotion (including publishing the name of the Draw or Re-draw winner on the Promoter's website and social media channels) and awarding the Prize. The Promoter may disclose entrants' personal information to the Prize supplier as well as the Promoter's contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities. The Promoter may, for an indefinite period, unless otherwise advised or opted out by an entrant, use the personal information provided by an entrant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
29. The Promoter will otherwise handle entrants' personal information in accordance with its Privacy Policy which can be accessed at: https://www.bcf.com.au/customer-service/privacy-policy.html?srsltid=AfmBOopx7OcQo93dPPi9zlwqehpl-HgtPYK4DXYI5z_-9qjbOEVyJ0FD#l1