

FACTORY CASHBACK TERMS & CONDITIONS

1. Information on how to enter this Promotion and details form part of these Terms and Conditions of entry (Terms). These terms apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The promoter is Davey Water Products Pty Ltd (ABN: 18 066 327 517) of 6 Lakeview Drive Scoresby Vic 3179 of Australia (Promoter).
3. A Participant is any person who applies for a Factory Cashback through the Promotional Website, or who has accessed or entered details into the Promotional Website for the purposes of applying for a Factory Cashback.
4. The Promotion will be open from 12:00am Australian Eastern Daylight Savings Time 17/9/18 and will close on 5:00pm Australian Eastern Standard Time on 31/10/2018 (Promotional Period) or while stocks last, whichever is earlier.
5. All valid claims must be received and finalised by 30/11/18 (including provision of proof of purchase).
6. Entry is open to Australian residents aged 18 years and over (Eligible Entrants).
7. Employees, directors, management and contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of the Factory Cashback), and their immediate families, are not eligible to enter. By entering this Promotion you represent that you are eligible to enter.
8. Factory Cashback offer for the Promotional Period includes:
 - a) \$50 Factory Cashback on Single Stage Firefighter models 5155H & 5165H
 - b) \$100 Factory Cashback on Twin Stage Firefighter models 5255H & 5265H.(Participating Products)
The Participating Products are subject to stock availability.
9. Multiple claims/entries are permitted, subject to the following:
 - a) only one (1) claim/entry permitted per specified purchase; and
 - b) each claim/entry must be submitted separately and in accordance with the claim/entry requirements.
 - c) limit of one (1) Prize awarded per Eligible Entrant. The Promoter's decision is final, and no correspondence will be entered into.
 - d) limit of five (5) claims/entries permitted per Eligible Entrant.
10. **To claim their Factory Cashback, the Eligible Entrant must visit davey.com.au/firefighter-cashback (Promotional Website) and fill in all the required details complying with the required purchase provisions to qualify and receive the Factory Cashback. The Eligible Entrant must provide their name, contact phone number, email address, postal street address, together with a clear scanned copy or photo of their full purchase receipt. The receipt must clearly show the date of purchase and model purchased. The Eligible Entrant must also provide the Firefighter serial number, Davey Dealer Name and Invoice Number in order to be eligible. Additionally, an Eligible Entrant must satisfy each of the criteria set out in clauses 11 and 12 below (collectively Factory Cashback Criteria).**
11. A Participant:

- a) must have purchased one or more of the Participating Products to apply for a Factory Cashback.
 - b) must have purchase the Participating Product from a Davey Dealer in Australia
 - c) must have paid for the Participating Product in full within the Promotional Period
 - d) may only make one Factory Cashback application in respect of a Participating Product; and
 - e) must immediately return any Factory Cashback they receive in connection with a Participating Product to the Promoter if they return the Participating Product for a refund or credit, **except as required by the ACL, Participants can only exchange a Participating Product for another Participating Product in the same group.**
12. Participants will be required to provide the details of their nominated bank account, including BSB, Account Number, Bank Name and Account Name in the online registration process to receive a Factory Cashback payment (EFT). It is the responsibility of the Participant to provide the correct bank details. The Promoter is not responsible for the supply of incorrect information and will not be liable for the transaction fees incurred to recall funds from an incorrect account. Returned funds will be subject to a \$7.95 bank and re-processing fee. This fee will be passed onto the Participant and will be deducted from the Participant's cashback payment thereafter.
13. Participants who are eligible to apply for a Factory Cashback will only receive that Factory Cashback if they fulfil each of the Factory Cashback Criteria for that Factory Cashback, including by applying for that Factory Cashback within the Promotional Period and in the manner required by the Promotional Website and these terms and conditions. Any application for a Factory Cashback that fails to meet these requirements will be deemed invalid. Applications will also be deemed invalid if they are incomplete, incorrect or incomprehensible, or if they are stolen, forged, mutilated or tampered with in any way.
14. The Promoter may decline any invalid application, although it reserves the right (in its discretion) to contact (or attempt to contact) the relevant Participant to attempt to resolve any issues with an invalid application that are capable of resolution. If, following contact with the relevant Participant, such issues are resolved by the relevant Participant to the satisfaction of the Promoter, the Promoter may accept the updated application as a valid application.
15. Where a Participant's application for a Factory Cashback is successful, the Promoter will provide that Factory Cashback to the appropriate account for the receipt of that Factory Cashback in that application (as applicable). The Factory Cashback will be dispatched up to 12 weeks from the date of validation.
16. Participants may only apply for Factory Cashback in their own name and using their own personal details and may only provide their own address and/or account details in their application for the receipt of a Factory Cashback. Additionally, a person must not apply for a Factory Cashback to which another person is entitled, whether on their behalf or otherwise. The Promoter takes the issue of fraud very seriously and reserves the right to deem invalid and report to the police and/or other appropriate authorities any

applications for Factory Cashbacks which it suspects to be fraudulent or otherwise unlawful. The use of automatic software or similar devices to apply for Factory Cashback or enter details into the Promotional Website is prohibited.

17. The Promoter reserves the right, at any time, to verify the validity of applications and Participants (including a Participant's identity, age, place of residence, address or account details (as applicable) for the receipt of the Factory Cashback and, where applicable, proof of purchase). Proof of identity, age, residency, address or account details and purchase considered suitable for verification is at the discretion of the Promoter.
18. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
19. 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.
20. The Promoter will make reasonable efforts to deliver the Factory Cashback(s) to successful Participant(s).
21. The Promoter collects personal information in order to conduct the Promotion. By entering, Eligible Entrants consent to the Promoter, for an indefinite period, unless otherwise advised, using the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant. Eligible Participants should direct any request to access, update or correct information by contacting the Promoter on 1300 369 100 or via email to promotions@davey.com.au. The personal information collected in connection with this Promotion will be used, stored and disclosed in accordance with the Promoter's Privacy Policy, available at <https://davey.com.au/privacy-policy/>
22. The Promoter may change these terms and conditions from time to time in its discretion, by posting the revised terms and conditions (or a link to them) on the Promotional Website. Participants should regularly check the Promotional Website for any updates. By applying for a Factory Cashback or entering details into the Promotional Website, Participants are deemed to have accepted the version of these terms and conditions that applies at that time.
23. The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to a Participant's or any other person's computer related to participation in this Promotion and problems with transmission of entries and / or emails over the internet, acts in violation of these terms and conditions, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.
24. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with this Promotion or as a result of accepting the Factory Cashback, except for any

liability which cannot be excluded by law. Copyright © Davey Water Products Pty Ltd. All rights reserved. The Promoter is Davey Water Products Pty Ltd (ABN: 18 066 327 517) of 6 Lakeview Drive Scoresby Vic 3179 of Australia.