

Terms and conditions - Game of Skill

1) Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.

2) The promoter is United Rentals Australia Pty Ltd (Orange Hire) 56 Newton Road Wetherill Park NSW, 2164 ABN 38 069 244 417, **(promoter)**.

United Rentals Australia Pty Ltd (ABN 38 069 244 417)

Duration

3) All references to time in this document are a reference to the local time in Sydney, New South Wales, Australia on the date stated. The promotion commences at 9:00am AEDT on 6 January 2025 and closes at 11:59pm AEDT on 31 March 2025 (**Promotion Period**).

Eligibility to enter

4) Entry is open to those who have hired and used an Orange Hire machine during or prior to the promotional period and over the age of 18 years old (**Eligible Entrants**), excluding directors, management, employees and their immediate families of the Promoter and its related bodies corporate.

Entry into the promotion

5) Eligible Entrants must during the Promotion Period send in a photo or video of themselves with United Rentals Orange Hire equipment clearly showing themselves and the Orange Hire logo on the equipment sharing your positive experience using Orange Hire. These photos and videos will be featured on our website and social media pages.

There will be one (1) winner per month, three (3) winners in total.

6) The Promoter is not responsible for any lost, late or misdirected entries.

7) Eligible Entrants can enter multiple times. Each photo/video is only one entry and you may not submit the same image or video twice.

8) The time of entry will be deemed to be the time the entry is received by the Promoter.

9) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to

disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Judging of entries

10) Entries will be judged based on their originality and creativity.

11) Judging will take place at 11.30am AEDT on 1st of every month for the previous month, at the offices of the Promoter. Judging will be conducted by the Promoter (**Adjudicator**).

12) The Adjudicator's decision is final and no correspondence will be entered into. Chance plays no part in determining the winners.

13) The Promoter may conduct such further draws at the same time and place as the original draw as is necessary on the 1st of the month for the previous month at 11.30am in order to distribute a prize if any remain unclaimed by that date, subject to any relevant legislation.

The prize

14) The prize is a Yeti Roadie 24 litre cool box.

The total value of the prize is \$350 AUD. (RRP as of 23.09.2024)

15) The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. The prize is not exchangeable or redeemable for cash or other goods or services. The prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accept the conditions of use of that prize.

16) If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

Notification of the winner

17) The winner(s) will be notified in writing via email by 10th of the month for the previous month that closed and their name will be published on orangehire.com.au.

Judging backup entries

18) As part of judging, the Adjudicator will select one (1) entry to be used as a backup winner in the event that an entrant is unable to satisfy the promotion terms and condition or forfeits or does not claim a prize. If the prize remains unclaimed, the Promoter will award the prize to the backup winner in the order judged by the Adjudicator, subject to any written direction given under applicable law. If both the backup winner does not claim the prize, the Adjudicator will re-judge the entries. Any winners determined in accordance with clause will be notified in writing by 10th of the month following and their names will be published on orangehire.com.au.

Limitation of liability and variation of terms

19) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay

in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.

20) The Promoter, their related bodies corporate and respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

21) The exclusion of liability in clause 21 does not apply to limit or exclude liability:

- a)** for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; and the Promoter's Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or
- b)** to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

Entry details and privacy

22) Entry details remain the property of the Promoter. Entrants consent to the Promoter using the Eligible Entrant's 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.

23) Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit <https://www.orangehire.com.au/Privacy-Policy.pdf> to obtain a copy.

Tax Implications

24) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

