

**“DAIWA DOLLARS CASH BACK CAMPAIGN”  
EASTER 2024**

**TERMS AND CONDITIONS**

**General**

1. The promoter is Daiwa (Australia) Pty Ltd (ABN 11 001 090 857) of 33 Cross Street Brookvale, NSW 2100 (**“Promoter”**).
2. The Promotion is ‘Daiwa Dollars Cash Back Campaign (**“Promotion”**)’.

**Promotion**

3. The Promotion will occur at all Daiwa Australia retail tackle store locations, including dealers with an approved account with Daiwa Australia Pty Ltd (**“Promotion Locations”**), stock levels per location may vary.
4. The Promotion commences at 12:01 AM (AEDT) on 15/03/2024 and ends at 11:59pm (AEDT) on 10/05/2024 (**“Promotional Period”**)
5. All claims must be submitted and received by the Promoter before 24th May 2024 at 11:59 pm (AEDT) (**“Claim Period”**).
6. If eligible, customers will be notified with confirmation of their submission.
7. The Cash Back will be subject to verification of the customer receipt.

**Entry Particulars**

8. Entry is only open to Australian residents who are eighteen (18) years and over.
9. To be eligible to enter, individuals must purchase any of the following Daiwa Reel models (**“Participating Product”**) in a single transaction from the Promotion Locations during the Promotional Period (**“Qualifying Transaction”**) and subject to product availability. Each transaction will be one (1) Qualifying Transaction regardless of the number of Participating Products purchased in that transaction. It is the entrant’s responsibility to request a purchase receipt if one is not automatically provided at the time of the Qualifying Transaction.

The eligible Participating Products are as follows:

- a. 20 BG MQ (Sizes: 2500D-H, 3000D-XH, 4000D-XH, 5000D-H, 6000D-H, 8000-H, 10000-H, 14000-H, 18000, 20000)
- b. 21 SALTIST MQ (Sizes: 2500D-H, 3000D-XH, 4000D-XH, 5000D-H, 6000D-H, 8000-H, 10000-H, 14000-H, 18000, 20000)
- c. 22 MAVERICK MQ (Sizes: 5000-XH, 6000-XH, 8000-XH, 10000-XH, 14000-XH, 18000-H, 20000-H)

10. To enter (online claim):
  - a. Purchase an eligible model from a Participating Retailer (including online stores) within Australia during the Promotional Period;
  - b. The Customer will need to visit the Daiwa Dollars Cash Back Campaign website page ([www.daiwapromotions.com.au](http://www.daiwapromotions.com.au)) and complete the online claim form by:
    - (i) Following the prompts to the Cash Back Campaign Promotion page;
    - (ii) Input the requested details by completing all the fields within the entry form including full name, email address, mailing address, mobile number, date of purchase, store type and location, and product purchased; and
    - (iii) Confirm the submitted mobile number and email address.
  - c. Upload a scanned, legible, and full image of the purchase receipt;
  - d. Accept the Terms and Conditions;
  - e. Accept the Privacy Policy;
  - f. Accept or decline to receive marketing communication (optional); and
  - g. Submit the fully completed online entry form, prior to 24th May 2024 at 11:59 pm (AEDT).
11. Entry is conditional on provision of the personal information as requested.
12. All Entrants upon submission will receive an on screen "submission success pending validation" receipt.
13. All Entrants upon validation will receive the following status:
  - a. Approval: "approved" and the recipient will receive a notification by eDM.
    - (i) Recipient will receive their reward by Short Message Service ("SMS"); within 5 business days of approval.
  - b. Denied: "rejected" and the Entrant will receive a notification by eDM.

#### Proof of Purchase

14. Entrants must retain their original purchase receipt as proof of purchase. Failure to produce the proof of purchase for an entry when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any right to Cash Back. Purchase receipt must clearly specify the store of the Qualifying Transaction, contact details, date of purchase, Participating Product, purchase amount, and that the Qualifying Transaction was made during the Promotional Period but prior to entry.

#### Cash Back Details

15. A Qualifying Transaction will receive the Cash Back Campaign Promotion (each a "**Eligible Customer**").

16. Eligible Customers will receive:
- a. A Digital Prepaid Mastercard® pre-loaded with the following dollar value:
- |       |                |              |
|-------|----------------|--------------|
| (i)   | 20 BG MQ       | \$40.00 AUD  |
| (ii)  | 21 SALTIST MQ  | \$60.00 AUD  |
| (iii) | 22 MAVERICK MQ | \$100.00 AUD |
17. The Digital Prepaid Mastercard will be sent to each Eligible Customer's mobile number via SMS as specified in their online entry form.
18. Allow up to ten (10) business days from receipt of claim to receive Digital Prepaid Mastercard.

#### Verification

19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
20. Incomplete, indecipherable, or illegible entries will be deemed invalid.

### **TERMS AND CONDITIONS**

21. Information on how to enter forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
22. By entering this Promotion, the Entrant agrees that the decisions of the Promoter in all matters regarding the Promotion are final and binding.
23. Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>.
24. The Digital Prepaid Mastercard requires activation within 90 days from the date of issue. The Promoter, and its agents or affiliates shall not be held liable for the failure by any entrant to activate its card, nor for any resultant loss.
25. All entries submitted in the Promotion will be reviewed by a representative of the Promoter. Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.

26. The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard and distributed by TCN Group Pty Limited ABN 87 626 501 568 ("The Card Network") or ("TCN") subject to their Terms and Conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
27. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid at the discretion of the promoter.
28. The Promoter's decision is final, and no correspondence will be entered into.
29. The Cash Back Campaign Promotion is not transferable or exchangeable and cannot be taken as cash. All Cash Back must be taken as and when offered.
30. 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 a pandemic, 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; or (c) change supersede or extend these offers at its discretion.
31. The Promoter assumes no responsibility for:
  - a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
  - b. any theft, destruction or unauthorised access to, or alteration of such communications;
  - c. any problem with, or technical malfunction of, any computer system, internet malfunction, or other equipment used for the conduct of the Promotion or prevents the participant from entering the Promotion;
  - d. any incorrect or incomplete information which may be communicated in the course of the administering this promotion (whether as a result of one of the foregoing causes or otherwise); or
  - e. any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a Cash Back.
32. Any cost associated with accessing the Promotion website is the entrant's responsibility and is dependent on the Internet Service Provider used.
33. 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.

34. To the extent that any term or condition of this Promotion is void or prohibited by law it shall be severable and the balance of Terms and Conditions shall be subject to all relevant legislative requirements, including, without limitation, federal and state laws and regulations.
35. 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 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 an Eligible Customer or entrant; or
  - f. use of the Cash Back Promotion.
36. 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. The Promoter will also use and handle PI as set out in its Privacy Policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, if opt in, 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. The [Privacy Policy](#) also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to an overseas service provider.
37. An Entry Fee is not required or charged by the Promoter with respect to entering the Promotion.
38. As a condition of accepting a Cash Back, the winner must sign any legal documentation as and in the form reasonably required by the Promoter and/or Prize suppliers.
39. Any questions regarding the promotion or claim process can be submitted via email to [support@daiwapromotions.com.au](mailto:support@daiwapromotions.com.au)
40. Cash Back will be awarded to the person named in the respective entry and any entry that is made on behalf of the claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

41. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the Cash Back or acceptance of the Cash Back.
42. In the event that an Entrant is unable to satisfy these Terms and Conditions, forfeits, or does not claim or accept the prize within ninety (90) days of being notified by the Promoter that they are an Eligible Customer of the Cash Back, the Entrant agrees and acknowledges that they forfeit their entitlement to claim the Cash Back.
43. In the event of any non-compliance, including but not limited to fraudulent activity, misrepresentation, criminal activity, and/or any non-compliance of the Terms and Conditions, by an Entrant, or any person attempting to defraud or in any way tamper with this Promotion will be ineligible for prizes and may be prosecuted to the full extent of the law.
44. By participating and entering the Promotion, the Eligible Customer agrees that the Promoter and those involved in the development, production (including Cash Back suppliers), implementation and distribution of this Promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or Promotion (hereinafter collectively called "Promoters"), shall not be liable for any claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this Promotion, including entry and participation in this Promotion and acceptance, possession, use or misuse of the Cash Back. All participants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to such participant's participation in this Promotion, such participant will indemnify and hold the Promoter and the Promoters harmless from and against any and all such claims, including reasonable legal fees related thereto.
45. The Promoter reserves the right, in its sole discretion, to cancel or suspend this Promotion should viruses, bugs or other causes beyond its control corrupt the proper administration or security of the Promotion. The Promoter reserves the right to modify the rules of the Promotion in any way or at any time, as long as reasonable notice is given.

#### Force Majeure

46. For the purpose of these Terms and Conditions, a Force Majeure Event means an event, or factors, occurring that is outside the control of the Promoter and therefore effects its ability to undertake performance in accordance with these Terms and Conditions.
47. A Force Majeure Event includes riots, acts of God (natural disaster, earthquake), global pandemic, act of war, hostilities, terrorism, civil disorder, and / or other unforeseeable circumstances beyond the control of the Promoter, against which would have been unreasonable to take precaution and which the Promoter cannot avoid even by using its best efforts.
48. Where the Promotion is postponed or cancelled because of consequences resulting from a Force Majeure Event and the Promoter is not capable of fulfilling its obligations, the Promoter reserves the right, in its sole discretion to:
  - a. Suspend the Promotion to a later date; or
  - b. Terminate the Promotion.

And any such suspension or termination shall be subject to relevant state regulations.

49. The Promoter is not deemed to be in breach of its obligations within these Terms and Conditions nor shall the Promoter incur any liability to the Eligible Customer for any losses and damages, of any nature whatsoever, incurred or suffered because of, or actions imposed, by the Force Majeure Event.