

WesTrac NSW Mini 301.5 Excavator Promotion Competition Terms & Conditions

1. Capitalised terms (also highlighted in **bold**) are defined throughout these Terms and Conditions including in Schedule 1 Key Terms. Information on how to enter and prize details form part of these terms and conditions of entry (**Terms and Conditions**).
2. WesTrac Pty Ltd ABN 63 009 342 572 (**WesTrac**) is the **Competition Promoter**. Only the **Entrants** specified in Schedule 1 may enter.
3. During the **Promotional Period** specified in Schedule 1, Entrants will automatically be entered into the Promotion's prize draw when they satisfy the relevant **Entry Criteria** specified in Schedule 1.
4. Entrants will be entered in the **Promotion** each time they make an online purchase via Parts.cat.com (**PCC**) on the **Eligible Products** set out in Schedule 1 in one transaction and enter the **Promo Code** "MINI10" at the PCC checkout. There is no limit on entries, provided they satisfy the **Entry Criteria** specified in Schedule 1 in each instance.
5. **The Promo Code:** "MINI10" will apply a 10% discount (**Promo Code Discount**) to **Eligible Products** specified in Schedule 1. The Promo Code Discount will not be valid for Customers who are already set up under an existing CAT fluid and/or filter products discount or rebate program.
6. All Entrants acknowledge that these Terms and Conditions must be adhered to. An Entrant found to be in breach of any of these Terms and Conditions may be disqualified from the promotion, at WesTrac's sole discretion.
7. The **Prize** will be drawn after the Promotion Period ends and in accordance with the Prize Draw Winner Selection as detailed in Schedule 1. The **Winner** will be contacted via the **Prize Redemption** details and must abide by the **Prize Collection Period**. The name of the Winner will be published on the **Relevant Platforms** of WesTrac.
8. Entries will be assessed by WesTrac or an agent for WesTrac against the relevant Entry Criteria and determinations as to eligibility will be made by WesTrac at their sole discretion.
9. **The Prize:** the Winner will win the Prize set out in Schedule 1.
10. This Promotion is only applicable to the Prize expressed within Schedule 1 and the Entrant cannot enter this Promotion in conjunction with any other promotion running on PCC.
11. The Prize cannot be transferred, exchanged, or redeemed for cash or store credit.
12. This Promotion does not constitute an offer to purchase and does not evidence WesTrac intention to create a legally binding agreement with you or any person.
13. This Promotion and any Terms and Conditions relating to it are subject to change without notice. Any promotional pictures are used for illustration purposes only. The Winner acknowledges that WesTrac is not in any way responsible for any changes relating to any of the arrangements for any part of the Prize. WesTrac reserve its right to vary, withdraw or extend this Promotion (including any part of the Prize) at any time and without notice.
14. 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 WesTrac, WesTrac reserves the right, in its sole discretion, to the fullest extent permitted by law to:
 - a. disqualify any Entrant/s; and/or
 - b. modify, suspend, terminate or cancel the Promotion, as appropriate.
15. By entering into this Promotion the Entrant is deemed to consent to the collection and use of their personal information by WesTrac for the purpose of this Promotion and direct marketing associated with the Promotion. The Entrant acknowledges that by entering this Promotion, their personal information and purchasing information may be shared with WesTrac for the purposes of verification and validation of the Entrant's entry into the draw.
16. Entrants acknowledge and provide permission, by entering the Promotion and agreeing to these Terms and Conditions, that their name may be published on social media in accordance with the Relevant Platforms set out in Schedule 1 and used for future promotions and marketing activities in accordance with these Terms and Conditions.
17. Entrants acknowledge that WesTrac may use any personal information included in their Entry in accordance with WesTrac's Privacy Policy, including for marketing purposes. Copies of which are available at <https://www.westrac.com.au/terms/privacy-policy>. Entrants generally and completely release WesTrac from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to the Promotion, including (but not limited to) the use of their image, video, photo, text, description, name and state of residence in marketing-based activities.
18. Except for any liability that cannot be excluded by law, WesTrac (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury or property damage which may be suffered or sustained by Entrants or any third party as a result of or in connection with the Prize listed in clause 9.
19. By entering and participating, Entrants agree to hold harmless, defend and indemnify WesTrac, Relevant Platforms and Caterpillar from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to:

- a. Entrants' participation in the Promotion; or
 - b. Entrants' acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
20. This Promotion is in no way sponsored, endorsed or administered by, or associated with Relevant Platforms, Caterpillar, manufacturers or distributors of the Prize or any third party. The Entrant provides their entry and personal information to WesTrac not to Caterpillar or any other entity (unless the terms and conditions of the Relevant Platform used by the Entrant provide otherwise). WesTrac will only use the personal information provided for the purposes stated in these Terms and Conditions.
21. To contact someone about this promotion please email themarketingteam@westrac.com.au.
22. Goods and Services are supplied by WesTrac on their standard Terms and Conditions for the Sale of Goods and Services by WesTrac (**Terms of Sale**) (or other applicable terms and conditions). WesTrac's Terms of Sale apply to this Promotion and to any Goods supplied or Services performed in connection with this Promotion. Copies of which are available on request or at www.westrac.com.au/terms.

Schedule 1 Key Terms

Entrants (each an Entrant)	<p>New or existing WesTrac account holders with a delivery location in either New South Wales (NSW), Western Australia (WA) or Australian Capital Territory (ACT) (Customer/s).</p> <p>Customers who are already set up under an existing discount or rebate program related to CAT fluid and filter products will not be eligible.</p>
Entry Criteria	<p>Customers will be automatically entered into the Prize draw if:</p> <ol style="list-style-type: none"> they have signed up to PCC (either within the Promotional Period, or prior); and they enter the Promo Code "MINI10" at the PCC checkout and receive the Promo Code Discount on Eligible Products; and the Customer's delivery location is either NSW, WA or ACT.
Eligible Products	<p>CAT filters under minor class 7R.</p> <p>CAT fluid and grease products with the following part numbers: 1195148, 1195152, 1562653, 2056611, 2056612, 2056613, 2056614, 2056615, 2100786, 2154242, 2154245, 2154246, 2170616, 2170617, 2170618, 2374950, 2388647, 2388648, 2388649, 2388650, 2P9868, 3393766, 3393768, 3393769, 3393770, 3393771, 3393776, 3393777, 3393778, 3393779, 3519429, 3519431, 3519432, 3519433, 3611024, 3622180, 3622181, 3622182, 3658394, 3658395, 3658396, 3658397, 3658398, 3658399, 3662713, 3662714, 3662715, 3662716, 3662753, 3690804, 3690805, 3758010, 3872877, 3872878, 3E9441, 3P2044, 4231905, 4612417, 4692717, 4692718, 4692719, 4692720, 4692721, 4692722, 4692723, 4692724, 4692725, 4863021, 4863022, 4863024, 4916754, 5125155, 5262854, 5299695, 5P2907, 6075592, 6134479, 6134480, 6243380, 6243384, 6300499, 6V3542, 8C3680, 8T1589, 9X6586, 3E9901, 3E9840, 3E9838, 123-4077, 3E9848, 515-3970, 515-3968, 515-3971, 515-3967, 5154002, 5154003, 9X6463, 1848055, 1848056, 2213445, 1611246, 7X7615, 7X7617, 9X6469, 7X7867, 9X6470, 2423466, 3509509, 456-5477, 456-5476, 546-0276, 580-5028, 3096937, 3096942, 3096945, 3096938, 4226712, 4226714, 4226715, 3195923, 3195921, 3482609, 341-2443, 1094395, 1205286, 3812367, 3317031, 331-7383, 5629503, 5881573, 600-6405, 1660393, 103-2528, 7X7852, 9X6466, 7X7855, 7X7611, 3E9478, 7X7858, 7X7612, 4270388, 4270375, 4665027, 2871531, 2871532, 622-3149, 624-3379, 609-8712, 619-8713, 624-3389, 619-8710, 624-3380, 624-3384, 4540291, 4526017, 4526019, 4526016, 4527458, 4525997, 4525999, 4525996, 4526000, 4526002, 4526003, 4526004, 4526001, 4526005, 4526007, 4580188, 4526008, 4526009, 4526006, 4526010, 4526012, 4526014, 4526011, 4526015</p>
Promotional Period	15 December 2023 to 30 June 2024.
The Promotion	One (1) Cat 301.5 05A MHE Mini Excavator in base trim with no coupler, including fuel, pre-delivery, working load limits, washed, 1 x 300mm Digging Bucket pinned onto stick. Including a custom wrap to the value of \$2200 The total value awarded in the Promotion is AUD \$ 38,211 (the Prize).
Prize Draw Winner Selection	<ul style="list-style-type: none"> The Prize will be drawn on the Monday, 15 July 2024 at 10am AEST (the Prize Draw). The Winner of the Prize will be determined randomly from the Customer data obtained via PCC by a draw of all eligible entries in the possession of WesTrac at the time when the Promotion Period concludes. The Prize will be drawn by the Competition Promoter at WesTrac's premises located at 280 Beech Road, Casula NSW 2170.
Prize Redemption	The Winner will be notified by phone or email (via their Customer contact details as recorded with WesTrac via PCC) by WesTrac following the Prize Draw.

Prize Collection Period	The Winner must arrange within 30 days (One Month) from being notified with WesTrac for the Prize to be delivered. If the Winner fails to claim their Prize within this period of time, the Winner will forfeit the Prize and WesTrac will draw another Winner from the eligible Entrants (Prize Redraw).
Prize Redraw/s	The Prize Redraw will be conducted at 10am AEST on the following day after the end of the Prize Collection Period (or next business day). The Prize Redraw will be drawn by the Competition Promoter at WesTrac's premises located at 280 Beech Road, Casula NSW 2170.
Relevant Platforms (each a Relevant Platform)	<ul style="list-style-type: none"> a. Website; b. Facebook; c. Instagram; and d. TikTok.

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ACT Authority Number – TP23/02433