



Terms and Conditions

Your Shipment is our Priority Promotion

1. Information on how to enter Your Shipment is our Priority Promotion ('**Promotion**') and the Prizes, as defined in Paragraph 9, forms part of these Terms and Conditions. Entry into this Promotion constitutes acceptance of these Terms and Conditions.
2. The promoter is TNT Australia Pty Ltd (ACN 000 495 269) of 201 Coward Street, Mascot, NSW 2020 Australia ('**TNT**').
3. For the purpose of these Terms and Conditions, the following definitions will apply:

'TNT Domestic Consignment' means a consignment that is collected by TNT from an address within Australia and delivered to an address in Australia.

'TNT Domestic Time Definite Service' means any of the following TNT offered services: Domestic 9:00 Express, Domestic 10:00 Express, Domestic 12:00 Express and Domestic Overnight Express only.

4. Entry to this Promotion is open to the party ('**Eligible Entrant**') which:
 - 4.1 Is an Australian registered company;
 - 4.2 Has an existing account with TNT prior to the commencement of the Promotional Period, as defined in Paragraph 5; and
 - 4.3 Receives an electronic direct mail (email) communication from TNT inviting entry to this Promotion.

Individuals directly involved in the conduct of this Promotion who are employees of TNT, or agencies associated with this Promotion, and their immediate families, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin. Eligibility also excludes employees, agents, officers, and representatives of any government department, government owned entity, juristic person funded by any government department, political party or public international organisation, or any candidates for political office.

5. The Promotion commences at 9.00am (AEST) on Monday 29 April 2019 and closes at 5.00pm (AEST) Friday 19 July 2019 ('**Promotional Period**').
6. To enter into this Promotion:
 - 6.1 Eligible Entrants must book a TNT Domestic Consignment and must be shipped using any of the TNT Domestic Time Definite Services ('**Eligible Consignment**');
 - 6.2 Eligible Entrants must use the Account Number specified on the electronic direct mail (email) when booking; and
 - 6.3 TNT must have collected from the Eligible Entrant the Eligible Consignment within the Promotional Period.
7. Each Eligible Consignment booked by the Eligible Entrant and collected by TNT during the Promotional Period earns the Eligible Entrant one (1) automatic entry into the promotion.
8. The draw will take place at 2.00pm (AEST) on Friday 2 August 2019 ('**Draw Date**') at 201 Coward Street, Mascot, NSW 2020. The winners will be notified in writing and/or by a phone call. The winners may also be published on TNT's website tnt.com.au one (1) week after the draw date – Friday 9 August 2019.



9. The first five (5) eligible entries drawn, which have been submitted by Eligible Entrants in accordance with these Terms and Conditions, will win a Fitbit Versa smartwatch ('Prize') each. There will be five (5) Prize winners to be drawn. Therefore five (5) Prizes in total. The Prize RRP value is AU\$299.95 each, with a total RRP value of AU\$1,499.75.
10. Any taxes which may be payable as a consequence of a winner receiving a Prize are the sole responsibility of the winners.
11. Subject to Paragraph 13, there will be one (1) draw and five (5) Prize winners. The Prizes will be sent from TNT Head Office – 201 Coward Street, Mascot, NSW 2020 within three (3) months of the Draw Date. If any of the winners cannot be contacted and/or are unable to accept the prize within four (4) weeks after the Draw Date, the Prize will be deemed forfeited. In such case, a new draw will take place.
12. The judge's decision is final and no correspondence will be entered into regarding results. The Prizes are not exchangeable, transferable or redeemable for cash or other products or services. TNT will only award the Prizes following winners' validation and verification.
13. TNT reserves the right to redraw in the event of an Eligible Entrant being unable to satisfy these Promotion Terms and Conditions, forfeiting or not claiming a Prize. If any of the Prizes remain unclaimed or forfeited through ineligibility or otherwise (after the Draw Date mentioned in Paragraph 8), TNT will conduct a further draw on Friday 1 November 2019 ('Redraw Date') and the winner/s will be notified in writing and/or by a phone call. If there is a redraw, the winner/s may also be published on TNT's website tnt.com.au on Friday 8 November 2019. No further draws will be undertaken after the Redraw Date.
14. Eligible Entrants consent to TNT using the 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 marketing and publicity purposes.
15. TNT takes no responsibility for any lost or misdirected entries. Except for any liability that cannot be excluded by law, TNT (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 this Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under TNT's control); (b) any theft, unauthorised access or third party interference; (c) incorrect details lodged by entrants; (d) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by TNT) due to any reason beyond the reasonable control of TNT; (e) any variation in Prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) possession or use of a Prize. In addition, participation in the Promotion and/or use of the Prize is entirely at the own risk of the winner and for their own account. TNT is not liable for any damages, direct and/or indirect, arising from or in any way connected with the Prize.
16. The Prize is awarded in its current state. TNT is not responsible for any visible or hidden defects in the Prize, or for any damage resulting from delivery (shipping) of the Prize.
17. TNT reserves the right to vary any Prize or may substitute the Prize for a prize of like or equal value or cancel this Promotion if it is no longer able to run the Promotion due to reasons beyond its control, subject to approval by state authorities. TNT will not be liable for any losses to any party arising from any variation or cancellation.
18. TNT is not responsible for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including (but not limited to) any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.



19. Entry details remain the property of TNT and Eligible Entrants consent to TNT using personal information provided in connection with this Promotion for the purposes of facilitating the conduct of the Promotion and awarding a Prize. Without limiting the foregoing, Eligible Entrants' personal information provided in connection with this Promotion will be handled in accordance with TNT's Privacy Policy, a copy of which is available by contacting TNT or from our website: tnt.com/express/en_au/site/privacy-policy.html.
20. If the Eligible Entrant nominates an employee or officer of the Eligible Entrant to receive a Prize (**'Nominee'**) then the Eligible Entrant warrants it has obtained the consent of the Nominee for the purpose of TNT using the personal information of such Nominee in the same manner as that of the Eligible Entrant as set out in these Terms and Conditions (including but not limited to Paragraph 19) and indemnifies TNT against all liability, loss and damages suffered by TNT resulting from a breach of such warranty.
21. Each Eligible Entrant is responsible for ensuring that they have complied with its policies, rules and guidelines (**'Policies'**) in relation to receiving 'prizes' from its suppliers and the Eligible Entrant warrants that it will be in full compliance of such Policies by accepting the Prize or nominating a Nominee to accept the Prize.
22. This promotion is authorised under NSW Permit No. LTPS/19/33870.