

## AUSTRALIA Terms and Conditions Q1 2018 Rediscover TNT Promotion

- 1. Information on how to enter AU TNT's Q1 2018 Rediscover TNT Promotion ('**Promotion**') and the Rebate forms part of these Terms and Conditions. Entry into this Promotion and acceptance of the Rebate offer 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:

**'International Consignment'** means documents or goods (whether in bulk or in one or more packages), which is either collected by TNT from an address:

- (i) In Australia and delivered to an address outside of Australia; or
- (ii) Outside of Australia and delivered to an address in Australia.

**'TNT International Service'** means any of the following TNT offered services – International 9:00 Express, International 12:00 Express, International Express, International Economy Express and International Direct Express.

**'Shipment Value**' means all TNT International shipping related fees, which include freight charges, accessorial fees and surcharges; but excluding all duties, taxes, and any other government fees.

- 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; and
  - 4.3 Receives an electronic direct mail (email) communication from TNT advertising 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 (AEDT) on Monday 12 March 2018 and ends at 5.00pm (AEST) on Friday 8 June 2018 ('**Promotional Period**'). Eligible consignments must be booked and shipped during the Promotional Period.
- 6. To qualify in to this Promotion, Eligible Entrants must comply with the following conditions:
  - 6.1 Book and ship two (2) separate International Consignments within the Promotional Period;
  - 6.2 Use the Account Number specified on the electronic direct mail (email);
  - 6.3 Use any of the TNT International Services specified in Paragraph 3; and
  - 6.4 Book through myTNT or any TNT online tool.
- 7. On the first occasion that all of the conditions in Paragraph 6 are satisfied, the Eligible Entrant will, subject to these Terms and Conditions, automatically become eligible to receive a rebate for the International Consignment that has the higher Shipment Value of the first two (2) International Consignments booked with TNT in accordance with Paragraph 6.1 ('Eligible Consignment') up to the maximum value of AU\$150.00 ('Rebate').



- 8. In calculating the amount of the Rebate applicable: If the Eligible Consignment is less than AU\$150.00 in Shipment Value, the difference between the Shipment Value and AU\$150.00 will be forfeited. If the Eligible Consignment is more than AU\$150.00 in Shipment Value, the excess amount between the Shipment Value and AU\$150.00 will not be rebated.
- 9. The AU\$150.00 Rebate cannot be split across two or more consignment notes. Only one consignment note is eligible to receive a Rebate, as mentioned in Paragraph 7.
- 10. Following validation and verification by TNT that the Rebate meets these Terms and Conditions, the Rebate will be applied on the next tax invoice statement of the Eligible Entrant's Account Number after both International Consignments (referred to in Paragraph 6.1) have been invoiced. For the avoidance of doubt, the International Consignments can be invoiced separately, but must be invoiced before the Rebate can be applied.
- 11. For the avoidance of any doubt, a Rebate will only be offered on the first occasion (and not subsequent occasions) that the conditions in Paragraph 6 are satisfied in relation to this Promotion.
- 12. Any taxes which may be payable as a consequence of an Eligible Entrant receiving a Rebate are the sole responsibility of such party.
- 13. The Rebate is not exchangeable, transferable or redeemable for cash.
- 14. Eligible Entrants consent to TNT using the entrant's name, likeness, image and/or voice in the event they are entitled to the Rebate (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), 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 Rebate 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 Rebate value to that stated in these Terms and Conditions; (f) any tax liability incurred by an entrant; or (g) use of the Rebate.
- 16. In addition, participation in the promotion and/or use of the Rebate is entirely at the own risk of the entrant 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 Rebate.
- 17. 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.
- 18. 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 the Rebate. Without limiting the foregoing, Eligible Entrants' personal information provided in connection with this Promotion will be handled in accordance with the TNT's Privacy Statement, a copy of which is available by contacting TNT or from our website: tnt.com/express/en\_au/site/home/privacy-policy.html.
- 19. The Eligible Entrant may not nominate an employee or officer of the Eligible Entrant to receive the Rebate.
- 20. Each Eligible Entrant is responsible for ensuring that it has complied with its policies, rules and guidelines ('**Policies**') in relation to receiving 'rebates' from its suppliers and the Eligible Entrant warrants that it will be in full compliance of such Policies by accepting the Rebate.