

Terms and Conditions

Pick Your Prize Promotion

1. Information on how to enter the **Pick Your Prize** Promotion (**'Promotion'**) and the Prize form part of these Terms and Conditions. Entry into this Promotion constitutes acceptance of these Terms and Conditions.
2. The promoters are Federal Express (Australia) Pty Ltd of 2 Military Road, Matraville, NSW 2036, Australia, TNT Australia Pty Ltd (ABN 41 000 495 269) of 201 Coward St, Mascot NSW 2020, FedEx Express New Zealand of 38 Business Parade South, Highbrook Business Park, Auckland and TNT Express Worldwide (NZ) of 38 Business Parade South, Highbrook Business Park, Auckland (**'FedEx'**).
3. For the purpose of these Terms and Conditions, the following definitions will apply:

'Import & Export Consignment' means a consignment, which is shipped on an Australian or New Zealand FedEx account.

'FedEx Account Number' means the account number the Eligible Entrant holds with FedEx Express New Zealand or Federal Express (Australia) Pty Ltd.

'TNT Account Number' means the account number the Eligible Entrant holds with TNT Australia Pty Ltd or TNT Express Worldwide (NZ).

'Gift Card' means a card issued by a merchant with a preloaded amount for use by the recipient in accordance with the merchant's terms and conditions for that card.

'Import' means for an Australian Eligible Entrant, an import into Australia. For a New Zealand Eligible Entrants import into New Zealand.

'Export' means for an Australian Eligible Entrant, an export from Australia. For a New Zealand Eligible Entrants export from New Zealand.

4. Entry to this Promotion is open to the party (**'Eligible Entrant'**) which:
 - 4.1 Is an existing FedEx customer who receives an electronic direct mail (email) communication from FedEx inviting entry to this promotion; and
 - 4.1.1 (*If a company*) is an Australian registered company or (*if a natural person*) is an Australian resident and over the age of eighteen (18) years old; or
 - 4.1.2 (*If a company*) is a New Zealand registered company or (*if a natural person*) is a New Zealand resident and over the age of eighteen (18) years old; or
 - 4.1.3 If an individual person, residing in either Australia or New Zealand, under the age of eighteen (18) years old, has obtained the prior permission of a parent or guardian over the age of eighteen (18) years old to enter.
 - 4.2 A holder of a cash account is not eligible for this Promotion.

Individuals directly involved in the conduct of this Promotion who are employees of FedEx, 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.

The Promotion commences at 9:00 am (AEDT)/11:00 (NZST) on Tuesday 1 September 2020 and closes at 5:00 pm (AEST)/7:00 pm (NZST) on Saturday 31 October 2020 (**'Promotional Period'**).

5. To enter into this Promotion, Eligible Entrants must pay FedEx, in accordance with their agreement with FedEx, for the chargers invoiced for the Import & Export Consignment shipped during the Promotional Period (**'Eligible Consignment'**).

Australia Entrants:

Service	Goal	Entry	Choose from one of the following Prizes ¹ :
Export to any destination or Import from New Zealand to Australia only	1 shipment	1 entry	Officeworks, WISH, Coles or Bunnings Gift Card
	2 shipments	2 entries	
	3 shipments	3 entries	
	4 shipments	4 entries	
	5 or more shipments	5 entries	

New Zealand Entrants:

Service	Goal	Entry	Choose from one of the following Prizes ¹ :
Export to any destination	1 shipment	1 entry	Warehouse Stationery, WISH, Countdown, Bunnings Gift Card
	2 shipments	2 entries	
	3 shipments	3 entries	
	4 shipments	4 entries	
	5 or more shipments	5 entries	

6. Each Eligible Consignment billed to the Eligible Entrant FedEx Account Number or TNT Account Number and specified on the electronic direct mail (email) earns the Eligible Entrant automatic entry into the promotion with the number of entries as specified in the above table ('Entry').
7. Pooling of consignments from multiple accounts is not permitted and such pooled consignments are not eligible to earn entries in this promotion.
8. The draw of winners will take place at 4:00 pm (AEST)/6:00 pm (NZST) on Tuesday 8 December 2020 at 2 Military Road, Matraville, NSW 2036, Australia. The winners will be contacted directly by telephone and email.

There will be three (3) winning Entries drawn ("Winners"), from entries which have been submitted by Eligible Entrants in accordance with these Terms and Conditions. The entries drawn can be any combination of Australia and/or New Zealand Eligible Entrants. The first three (3) entries drawn will win one (1) Gift Card each in accordance with the below table ('Prize'). Therefore, three (3) Prizes in total. The total RRP value is as set out in Paragraph 9 below. The type of Gift Card will be selected by the three (3) Winners after the draw has taken place. Each Eligible Entrant may win more than one Prize.

Place of Residence of Eligible Entrant	Choose from one of the Prizes:	RRP Value per Gift Card	Prizes
Australia	Officeworks, WISH, Coles or Bunnings Gift Card	AUD\$500	3

New Zealand	Warehouse Stationery, WISH, Countdown, Bunnings Gift Card	NZD\$500	
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9. If the Winner resides in New Zealand, the Prize will be awarded in New Zealand Dollars and the total maximum prize pool will be NZ\$1,500. If the Winner resides in Australia, the Prize will be awarded in Australian Dollars and the total maximum prize pool will be AU\$1,500. For the avoidance of doubt, the total prize pool between Australia and New Zealand is not AU\$1,500 plus NZ\$1,500, rather the 3 Prizes of either NZ\$500 or AU\$500, depending on the place of residence of the Eligible Entrant, can be any combination of Australia and/or New Zealand Winners.
10. Any taxes which may be payable as a consequence of a winner receiving a Prize are the sole responsibility of the winners.
11. The judge's decision is final, and no correspondence will be entered into regarding results. The Prizes are not exchangeable, transferable or redeemable in cash or in other products or services. FedEx will only award the Prizes following winners' validation and verification.
12. FedEx 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), FedEx will conduct a further draw at 4:00 pm (AEST)/6:00 pm (NZST) on Friday 29 January 2021 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 the FedEx Australian website <https://www.fedex.com/en-au/home.html> by Friday 5 February 2021. No further draws will be undertaken.
13. Eligible Entrants consent to FedEx 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.
14. FedEx takes no responsibility for any lost or misdirected Entries, including delays in the delivery of the Entry due to technical disruptions, network congestions or for any other reason. Except for any liability that cannot be excluded by law, FedEx (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 FedEx'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 FedEx) due to any reason beyond the reasonable control of FedEx; (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. FedEx is not liable for any damages, direct and/or indirect, arising from or in any way connected with the Prize.
15. The Prize is awarded in its current state. FedEx is not responsible for any visible or hidden defects in the Prize, or for any damage resulting from delivery (shipping) of the Prize.
16. FedEx 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. FedEx will not be liable for any losses to any party arising from any variation or cancellation.

17. The terms and conditions of carriage in the applicable FedEx Air Waybill or TNT Consignment Note, in effect on the day of any shipment, shall apply to the shipment.
18. The Prize, including any unused value, cannot be exchanged for cash, cash equivalents or any other gifts, goods or services of equal value.
19. In the event of any inconsistency between the Terms and Conditions and any brochure, marketing or promotional material relating to this Promotion, these Terms and Conditions will prevail.
20. The Gift Card, is governed by its own terms and conditions. Please refer to the merchant issuing the Gift Card.
21. FedEx 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.
22. Entry details remain the property of FedEx and Eligible Entrants consent to FedEx 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 FedEx's Privacy Policy, a copy of which is available by contacting FedEx or from our website: <https://www.fedex.com/en-au/privacy-policy.html> or <https://www.fedex.com/en-nz/privacy-policy.html>.
23. 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 FedEx 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 20) and indemnifies FedEx against all liability, loss and damages suffered by FedEx resulting from a breach of such warranty.
24. 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.