

TERMS & CONDITIONS

Schedule to Terms & Conditions of entry

Promotion name	CANNA Black Harley Promotion
Eligible States/Territories	Australia and New Zealand
Promotion period	Start: 01 May 2019 9:00 AM ASWT End: 31 Dec 2019 11:55 PM ASWT No entries will be accepted outside this time.
Website address	www.canna.com.au/canna-harley www.canna.co.nz/canna-harley
Promoter	Bloem Trading Trust ABN: 28 779 708 969 303 Rokeby Road Subiaco WA 6904
Eligible entrants	Entry to the Promotion is open to Australian and New Zealand residents in all eligible states/territories who fulfil the method of entry requirements and are 18 years of age or older.
Details of prizes	<p>The major prize is a custom stickered CANNA Black Harley-Davidson Iron 883 (motorbike), including all statutory and on-road costs, valued at up to AUD \$15,995 (depending on winner's place of residence). Colour as determined by the Promoter. The prize does not include comprehensive insurance, or any accessories not specified.</p> <p>The major prize winner must attend the dealership as nominated by the Promoter to collect the motorbike. To register the motorbike in the name of the major prize winner, the major prize winner must, prior to collection of the motorbike, provide the Promoter with all necessary information and must sign all required documentation. Registration of the motorbike must be made in the major prize winner's name pursuant to the applicable legislation in the state or territory where the motorbike is collected. If the major prize winner is for any</p>

	<p>legal reason unable to register the motorbike in their name, then the major prize winner may have the motorbike registered under another person's name.</p>
Total number of prizes	2
Total prize value	Total prize pool (inc GST): AUD \$31,990.00
Method of entry	<p>To enter, an entrant must, during the promotional period:</p> <ul style="list-style-type: none"> A) purchase any two Participating Products in a single transaction from a participating CANNA Dealer (Outlets) and keep the purchase receipt; B) locate the barcode on the back label of the product; C) then go to the Website and follow the links to the entry form; and D) fill out and submit the entry form, including the last 6 digits of the two Eligible Purchase barcodes and any other details required to receive 1 entry into the major prize draw. <p>Purchases of Participating Products made online will NOT be accepted.</p> <p>Entrants must retain copies of all purchase receipts for all entries. All entries by the entrant may otherwise be declared invalid. The winner drawn and the retailer who sold the winning entry will also win the major prize.</p> <p>The promotion will run in Australia and New Zealand in all participating CANNA Dealers.</p> <p>The Participating Products are all 1L, 5L, 10L, 20L CANNA and BIOCANNA products.</p>
Maximum number of entries	<p>Multiple entries are permitted; however, each entry must be based on a separate Eligible Purchase and must be submitted separately in line with the Entry Process section of the Schedule.</p> <p>Each entry must be supported by separate Purchases. All entries by the entrant may otherwise be declared invalid.</p>
Prize draw	<p>A random prize draw will occur 12:00 PM ASWT on 14 Jan 2020 in the presence of an independent scrutineer.</p> <p>Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000</p>
Notification of winners	Winners will be notified via Email no later than 16 Jan 2020.

Public announcement of winners	<p>The winners of all prizes will be published here:</p> <p>www.canna.com.au/canna-harley and www.canna.com.au/canna-harley on 21 Jan 2020</p>
Unclaimed prize draw	<p>A random unclaimed prize draw will occur 12:00 PM ASWT on 07 Apr 2020 in the presence of an independent scrutineer.</p> <p>Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000</p>
Notification of unclaimed prize winners	<p>Unclaimed prize winners will be notified via Email no later than 09 Apr 2020.</p>
Public announcement of winners from unclaimed prize draw	<p>The winners of all unclaimed prizes will be published here:</p> <p>www.canna.com.au/canna-harley and www.canna.com.au/canna-harley on 14 Apr 2020</p>
Permit reference	<p>Authorised under</p> <p>NSW Permit No. LTPS/19/33006 SA Permit No. T19/406 ACT Permit No. TP 19/02949.1</p>

Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-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.
3. The Promotion will be conducted during the Promotion period.
4. The Prize/s are specified in the Details of prizes section of the Schedule.
5. The total prize pool is specified in the Total prize value section of the Schedule.
6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
7. Unless otherwise stated, the winner is responsible for all expenses in getting to and from the nominated dealership to collect the Motorcycle prize. Any costs associated with the transport of the Motorcycle to an alternate pick up location will be the responsibility of the winner.
8. Please allow up to 5 months from date of the winner notification for delivery of the Motor vehicle prize.
9. Unless otherwise stated, the Motor vehicle prize does not include petrol, comprehensive insurance, compulsory third-party insurance, any mechanical, body or other repairs made from the date of redemption, optional extras and any ancillary costs associated with redeeming the Motor vehicle prize.
10. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
11. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
12. The time of entry will be deemed to be the time the entry is received by the Promoter.
13. Entrants may submit up to the Maximum number of entries (if applicable).
14. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
15. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
16. The winner does not need to be present at the draw unless expressly stated to the contrary.
17. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
18. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
19. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
20. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
21. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. If a prize is no longer available, the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.

22. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
23. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion or paying the cost of resupplying those goods or services.
24. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
25. The Promoter and its associated agencies and companies will not be liable for any damage in transit to or delay in transit of prizes.
26. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter; whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
28. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
29. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
30. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
31. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
32. All entries and any copyright subsisting in an entry will be the property of the Promoter. The information entrants provide to enter will be used by the Promoter for conducting this competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants. By entering this competition, entrants' consent to their personal information being stored on the Promoter's database and the Promoter may use this information to contact the entrant with special offers, news and information about its products, including contacting the entrant via electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy

Policy, available by mail, contains information about:

- (i) how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
 - (ii) how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.
33. If an entrant has ticked the "opt-in" box on the entry form, the entrant consents to the storage of their personal information on the CANNA databases and may use this information for future promotional and marketing purposes regarding CANNA products and services including contacting the entrant via electronic messaging. Entrants should contact CANNA for their privacy policy/ies.
 34. Entries must be received during the Competition Period. Entries received by the Promoter will be considered final. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. If an entry is made based on a returned Eligible Purchase (unless if due product defect) that entry will be rendered invalid.
 35. Entrants must only enter in their own name. Entrants who enter using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. 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.
 36. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
 37. Unless otherwise stated, the winner is responsible for all expenses in getting to and from the nominated dealership to collect the Motorcycle prize. Any costs associated with the transport of the Motorcycle to an alternate pick up location will be the responsibility of the winner.
 38. Please allow up to 5 months from date of the winner notification for delivery of the Motorcycle prize.
 39. Unless otherwise stated, the Motorcycle prize does not include petrol, comprehensive insurance, compulsory third-party insurance, any mechanical, body or other repairs made from the date of redemption, optional extras and any ancillary costs associated with redeeming the Motorcycle prize.
 40. The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise including failure of entry forms being forwarded to the draw location (where applicable).
 41. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
 42. Facebook, YouTube, Instagram, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, or Snapchat; and to release Facebook, YouTube, Instagram, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, or Snapchat.
 43. The Promoter (or its nominated agent) reserves the right, at any time during or after the Competition Period, to request entrants to produce suitable photo identification or other documentation (to the Promoter's satisfaction in its sole discretion) to verify the validity of their entry/ies and to verify an entrant (including an entrant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a prize). If the requested documentation is not provided in the timeframe required or an entrant has not been validated or verified to the Promoter's satisfaction, then the entrant's entry (and at the Promoter's discretion all of the entrants' entries) will be deemed invalid.
 44. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has:
 - a) submitted an entry which is not in accordance with these Conditions of Entry;
 - b) breached any of these Conditions of Entry;
 - c) tampered with or benefited from tampering with the entry/draw process or the operation of the competition;
 - d) engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the competition and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition; or
 - e) acted in a disruptive manner with the intent to annoy, abuse, threaten or harass any other person.
 45. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.
 46. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the Internet service provider used, and those costs are the responsibility of the entrant. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
 47. Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and its associated agencies and companies exclude all liability for any loss, expense, damage, personal injury, illness or death (whether or not arising from any person's negligence) that may occur from participating in this competition or as a result of accepting or using any prize. For the avoidance of doubt, this clause does not limit or affect any waiver or disclaimer signed or accepted by entrants as part of this competition.
 48. These Conditions of Entry do not exclude, restrict or modify any statutory consumer rights under the Australian Consumer Law and any similar laws. However, to the extent permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and

- suitability of a prize awarded as part of this competition and will not be responsible for breach of any such implied terms.
49. If this competition is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition or invalidate any affected entries, subject to any necessary approval from the gaming authority/ies in the Relevant State/s where permits have been issued.
 50. Where winner publication is required, each entrant requests that his or her full address not be published.
 51. If requested by the Promoter, entrants and the winner/s (and the winner's guest/s, if applicable) must participate in all promotional activity (for instance publicity, filming and photography) in relation this competition, free of charge and they consent to the Promoter using their name/s, image/s and/or voice/s in promotional material in any media for any length of time without notification, remuneration or compensation.
 52. The prize is as specified in the Prize Details and Prize Conditions sections of the Schedule and must be taken as offered and, if applicable, on the date/s specified.
 53. Prize values are the recommended retail price (or an estimated value where a prize has no consumer price attributed) as provided by the prize supplier, include GST and are accurate as at the time of formulating these Conditions of Entry. The Promoter accepts no responsibility for change in prize value after that date.
 54. The Promoter accepts no responsibility for any tax implications arising from prize winnings. Entrants should seek their own independent financial advice.
 55. A prize will only be awarded to an entrant once the entrant has been validated and verified by the Promoter in accordance with these Conditions of Entry.
 56. Prize/s not transferrable or exchangeable and cannot be redeemed for cash. Subject to any approval being required from the gaming authority/ies in the Relevant State/s where a permit has been issued for this competition, if a prize or element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, entrants agree to the Promoter awarding a comparable prize or prize element of equal or greater value as elected by the Promoter.
 57. The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s.
 58. Entrants (and their guest/s, where applicable) acknowledge that there are intrinsic risks in some aspects of the prize and that using the prize may involve participating in dangerous/risky activities. By accepting the prize, the winner/s (and their guest/s, where applicable) accept those risks.