## **Duntroon ACT Auction**

## **Terms & Conditions**

- 1. The auction will be conducted at Duntroon Auction Event at Royal Military College, Duntroon Golf Course, 6 Calculus Lane, Campbell ACT 2612 on 9 November 2018. Bidding will commence at 2pm (AEDT), and end at 3pm (AEDT) on 9 November 2018. The Promoter is Australian Military Bank (ABN 48 087 649 741) of PO Box H151, Australia Square NSW 1215.
- 2. Bids may only be placed by persons over the age of 18 years who are present at the auction.
- 3. The participant who makes the highest bid at the end of the Auction for that item will be the successful bidder and will be taken to have entered into a contract to purchase the item for that amount. The Promoter's decision is final and no correspondence will be entered into.
- 4. The succesful bidder will be notified immediately by public announcement at the event and their name will be published on <a href="https://www.australianmilitarybank.com.au">www.australianmilitarybank.com.au</a> from 12 November 2018 for a minimum of 28 days.
- 5. Upon notification of the successful bid, the successful bidder must make payment arrangements with the Promoter, and organise collection of their item. Title only passes to the successful bidder, and the item may only be collected, once the Promoter has received payment in full.
- 6. If any auction item becomes unavailable prior to Auction, the Promoter, in its discretion, reserves the right to substitute that item (or that part of the item) with an item to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 7. Auction items, or any unused portion of an item, are not transferable or exchangeable and cannot be taken as cash.
- 8. Participants consent to the Promoter using the entrant's name, suburb, likeness, image and/or voice in the event they are a successful bidder (including photograph, film and/or recording of the same) in any media at any time and without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 9. 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 the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 10. Except for any liability that cannot be excluded by law, the Promoter (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 the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any tax liability incurred by a bidder; or (d) use of a item.
- 11. The Promoter collects and uses bidder's personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, item suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. Unless otherwise advised, the Promoter may also

use the information for promotional, marketing and publicity purposes including sending electronic messages. The Promoter's Privacy Policy, available at <a href="https://www.australianmilitarybank.com.au/privacy">www.australianmilitarybank.com.au/privacy</a>, contains information on accessing and seeking correction of your personal information and making complaints about breaches of the Australian Privacy Principles and how the Promoter deals with the complaint.