

Terms & Conditions

1. In these Terms and Conditions: "Points" means the points that accompany the purchase of the Product from the Promoter during the Program Term. "Participant" means a purchaser of a Product from a participating parts distributor during the Program Term. "Program" means **'The Great Monroe/National Parts Peak Hillclimb' promotion**. "Program Term" means the period from October 1, 2007 to January 31, 2008. "Products" mean each of the participating Monroe products, which are accompanied by points. "Promoter" means Monroe Australia Pty Ltd (A.C.N 68 007 525 386), 1326 -1378 South Rd Clovelly Park SA 5042. "Reward" means a good or service as outlined in the brochure awarded to a Participant who has acquired the required number of Points to receive a specific reward through participation in the Program.
2. These Terms and Conditions may be changed, amended or varied at any time by the Promoter in its absolute discretion without notice and without assigning any reason therefore. Furthermore, the Promoter reserves the right to cancel the Program in whole in its absolute discretion at any time without prior notice.
3. The Participant accepts these Terms and Conditions as amended from time to time and agrees to be bound by them. Participation in the Program is subject to these Terms and Conditions and any rules, policies or procedures ("Program Rules") that may be adopted by the Promoter from time to time. Any failure to comply with these Terms and Conditions, and the Program Rules, or any misrepresentations of information to the Promoter or its agents may result in the termination of the Participant's registration in the Program. The Promoter reserves the right at any time in its absolute discretion and without notice to revoke the registration of the Participant in the Program and in the event that a Participant's registration in the Program is revoked by the Promoter the accumulated Points earned towards a reward may be cancelled.
4. The Promoter's decision on all matters pertaining to the Program is final and binding.
5. Many of the Rewards offered to the Participant are provided by entities with which the Promoter has made arrangements but over which the Promoter has no control. Arrangements for the availability and utilisation of rewards offered by third parties through the Program are made by the Promoter solely as agent for the entity providing such Rewards. The provision of Rewards will be subject, in each case, to the Terms and Conditions of each entity providing such Rewards and this shall constitute the sole contract between the entity providing the Reward and the Participant. The Promoter shall not be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained, from taking a Reward except for any liability which cannot be excluded by law.
6. The Rewards are offered at the absolute discretion of the Promoter and the Promoter expressly reserves the right to withdraw, cancel, vary or in any way change at any time without notice any of the Rewards offered or advertised as available to the Participant under this Program. In that event, the Promoter shall not be held liable for any loss or damage suffered by Participants resulting from such withdrawal, cancellation, variation or change. All Rewards are subject to availability and the Promoter does not guarantee or warrant in any way that the Rewards offered under the Program will be available.
7. Rewards are not redeemable for cash and are not transferable or assignable. Each Reward is subject to the specified Reward conditions which are provided to Participants. Rewards must be taken or redeemed by the date set out in the Reward conditions. A Participant cannot claim a Reward unless it has a Points balance as specified by the Promoter in its absolute discretion that corresponds with the Points required to claim a Reward and it has fully paid for the purchase of all Products which contain the Points entitling the Participant to a Reward.
8. In order to redeem a Reward, a Participant's trading account must be current and free from overdue payments at the time of redemption of the Reward.
9. Participants should allow 30 days from the time a claim form has been returned, for the delivery of a Reward depending upon its availability. All claim forms and all Points must be submitted by last mail 19/02/2008. To validly claim Points the Participant must fill in the claim form with all required details, which has been provided by the Promoter. Rewards not claimed by 31/02/2008 will be forfeited by the Participant.
10. At all times, all Points remain the property of the Promoter.
11. Liability for any tax on any benefits provided to Participants pursuant to this Program shall be the sole responsibility of the participants. It is recommended that Participants should contact their own Accountant or Taxation Advisor in this regard.
12. These Terms and Conditions shall be governed by the construed in accordance with the laws in force in the various States and Territories in Australia.