

**Ambro Controls 'Precision Torch A Week Giveaway'
Contest Terms and Conditions**

1. Promoter

- a) The promoter of this Contest is Bromic Pty Ltd ACN 001 648 979 ("**Ambro Controls**") of 7595 Technology Drive | STE 100, Irvine, California 92618 USA.
- b) All judging will take place at the Australian Head Offices of Bromic Pty Ltd; 10 Phiney Pl, Ingleburn NSW Australia 2565.

2. Contest overview

- a) To be eligible to enter Ambro Controls 'Precision Torch A Week Giveaway' (the "**Contest**"), you must be eighteen (18) years of age or older at the time of submitting an Entry and be a resident of the USA.
- b) To enter the Contest, entrants must:
 - i. Purchase Ambro Controls branded products, from any available retailers between Friday 1 September 2023 and Tuesday 26 December 2023 (the "**Contest Period**").
 - ii. Visit <https://ambrocontrols.com/giveaway/> and complete the "Enter to WIN" form, including the upload of an eligible proof of purchase and answer the question 'In 25 words or less, tell us why you would love a precision torch' between Friday 1 September and 11:59PM on the date before the prize contest (the "**Entry**").
- c) Entry is open from Wednesday 1 November 2023 and closes on Tuesday 26 December 2023 (the "**Contest Period**"). Entry can only be made during the Contest Period. The Contest will be judged each week on Wednesday as follows:
 - i. Wednesday 8 November at 3:00PM AZ Time (the "**1st Judging Date**").
 - ii. Wednesday 15 November at 3:00PM AZ Time (the "**2nd Judging Date**").
 - iii. Wednesday 22 November at 3:00PM AZ Time (the "**3rd Judging Date**").
 - iv. Wednesday 29 November at 3:00PM AZ Time (the "**4th Judging Date**").
 - v. Wednesday 6 December at 3:00PM AZ Time (the "**5th Judging Date**").
 - vi. Wednesday 13 December at 3:00PM AZ Time (the "**6th Judging Date**").
 - vii. Wednesday 20 December at 3:00PM AZ Time (the "**7th Judging Date**").
 - viii. Wednesday 27 December at 3:00PM AZ Time (the "**8th Judging Date**").
- d) You may enter the Contest multiple times and are eligible to win one (1) Prize. Your entry will remain in the contest until the end of the Contest Period or your entry is judged as the winner – whichever occurs first.
- e) Entry into the Contest is free (except for any normal internet or mobile connection charges that may apply).

3. Odds

- a) The total number of eligible entries received determines the odds of winning.

4. Eligibility

- a) This contest is subject to federal, state, and local laws and regulations and void where prohibited by law.
- b) To be eligible to enter the Contest:
 - i. you must be a permanent resident of the USA and be eighteen (18) years of age or older at the time of submitting an Entry; and
 - ii. not reside in the states of Colorado, Maryland, Nebraska or Vermont; and
 - iii. neither you nor anyone in your immediate family may be an employee of Ambro Controls or any of its respective affiliate, subsidiary or parent companies, or otherwise affiliated with Ambro Controls or connected to the Contest in any way.
- c) Ambro Controls may disqualify you if:
 - i. you or your Entry do not meet any one or more of the requirements set out in these Terms and Conditions;
 - ii. your Entry includes any objectionable material or infringes the rights (including intellectual property rights) of any third party; or
 - iii. you tamper in any way with the operation of the Contest.
- d) Your Entry must be complete, in English and legible.
- e) If for any reason this Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, unforeseen legal or commercial circumstances or any other causes beyond the control of Ambro Controls which corrupt or affect the administration security, fairness, integrity, or proper conduct of this Contest, Ambro Controls reserves the right in its sole discretion, to cancel, terminate, modify, delay or suspend the Contest.

5. Winner selection

- a) The Contest is a game of skill. Chance plays no part in determining the winner.
- b) The Winner will be selected by a panel of judges assessing skills, chosen by Ambro Controls.
- c) The Winner selection will take place on the Judging Dates where one (1) entry shall be judged the winner from all entries received throughout the Contest Period up to that date (the “**Winner**”).
- d) The Winner will be notified by email within one (1) day of the Judging Date (see paragraph 1). All reasonable attempts will be made to contact the Winner.
- e) The Prize must be claimed by Friday 5 January 2024. If for whatever reason a Prize is not claimed by this date, an alternate winner will be judged on Monday 8 January 2024 at 3PM AZ time.
- f) If any proposed selection date falls on a public holiday in Australia, that selection will be conducted on the following business day.
- g) If the person first chosen as a Winner is found to be ineligible, they will be disqualified, and another entry will be selected as replacement Winner.

6. Prize

- a) There will be eight (8) prizes (the “Prize”) to be won during the course of the Contest.
- b) Each Prize will consist of one (1) Ambro Controls Precision Torch (Product No 1811161), valued at a maximum of US\$130.00ea.
- c) If you are a Winner:
 - i. You 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.
 - ii. You may not transfer the Prize to anyone or ask for any alternative Prize (including cash).
 - iii. Ambro Controls may replace the Prize with another prize of equal value in the unlikely event that the Prize becomes unavailable.
 - iv. If you are not able to take the Prize as stated, you will forfeit the Prize and no payment or compensation will be made in lieu.
 - v. Once the Prize has left the premises of Ambro Controls, responsibility for any damage, delay or loss to the Prize during transit will pass to you.
 - vi. Ambro Controls may ask you to provide proof of your age, identity and residency, and to sign any required documentation including release forms as a condition of claiming the Prize.
 - vii. You are responsible for all expenses and taxes connected to your participation in the Contest and not included in the Prize.
 - viii. Ambro Controls accepts no responsibility for any variation in the value or make-up of the Prize or any event that occurs that is beyond Ambro Controls reasonable control.

7. Liability and Indemnity

- a) To the fullest extent permitted by law, neither Ambro Controls or any of its affiliated companies, nor any of its respective directors, officers, agents, employees, contractors, or representatives (altogether the “Entities”) are liable, and you release each of the Entities from liability, for any loss or damage that you may suffer in connection with your participation in the Contest, including (without limitation) if:
 - i. the Contest is cancelled, modified, suspended or delayed, including under paragraph 3d); or
 - ii. Ambro Controls does not receive your Entry within the Contest Period for any reason.
- b) You agree to indemnify the Entities against all liabilities suffered or sustained by any of the Entities arising from any claim that your Entry infringes the rights (including intellectual property rights) of any third party.
- c) All entrants unconditionally and irrevocably release and discharge Ambro Controls from any and all liability in relation to this Contest.

8. Privacy

- a) Ambro Controls will collect your personal information (such as your name and biographical data) as part of the Contest and may use this information for the purposes of administering the Contest, awarding the prizes, and for other purposes for which we obtain your express consent. Where you have expressly consented, your personal information may be provided to Ambro Controls affiliates, including overseas affiliates for future promotional, marketing and publicity purposes without notice and without any fee being paid unless otherwise advised by you.
- b) Ambro Controls will comply with its privacy policy in the collection and use of your personal information. Ambro Controls privacy policy is available at <https://ambrocontrols.wpengine.com/privacy-policy/>.

9. Severability

Any provision (or part thereof) of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions (or parts thereof) of these Terms and Conditions nor affect the validity or enforceability of that provision (or part thereof) in any other jurisdiction.

10. Social Media

Facebook, YouTube, Instagram, or TikTok may be used to advertise or promote the Contest. By entering the Contest, entrants agree that the Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, or TikTok; and to release Facebook, YouTube, Instagram, or TikTok from all liability in relation to this Contest. Any questions, comments, or complaints regarding the Contest should be directed to Ambro Controls and not Facebook, YouTube, Instagram, or TikTok.

11. Entire Agreement

These Terms and Conditions contain the entire agreement between you and Ambro Controls with respect to the Contest. They set out the only conduct that you have relied on and supersede all earlier conduct and prior agreements and understandings between you and Ambro Controls in connection with the Contest.