

# Purple Cow Industries – Promotional Terms and Conditions

Purple Cow Industries Pty Ltd  
ABN: 99 626 456 273  
Tel: 1300 131 918  
Website: [www.purplecowindustries.com.au](http://www.purplecowindustries.com.au)

**By participating in any Purple Cow Industries promotion (“Promotion”), you agree to these Terms and Conditions in full. Purple Cow Industries (“we,” “our,” or “Purple Cow”) reserves the exclusive right to interpret, modify, suspend, or cancel any Promotion at its sole discretion, without notice.**

## **Section 1. Online Skip Bin Hire Promotion – 10% Discount**

### **1. Offer Overview**

- a. The Promotion offers a 10% discount on online skip bin orders placed exclusively through our official website.
- b. This discount is available only for orders placed online and applies solely to customers located within Sydney, Australia.
- c. This discount is only available for selected bins and may subject to change.

### **Eligibility & Order Requirements**

- a. To qualify, orders must be completed on the official Purple Cow Industries website and paid in full at the time of booking.
- b. The Promotion applies to all skip bin sizes as advertised on our website, except where specific exclusions apply.
- c. The discount is non-transferable, non-assignable, and cannot be exchanged for cash, credit, or other promotional offers.
- d. Only one discount may be applied per booking; any attempt to duplicate or manipulate the discount will render the booking null and void.

### **3. Validity Period & Modifications**

- a. The Promotion is effective from its public launch until 31 March 2025.
- b. Purple Cow reserves the right to amend, extend, or terminate the Promotion at any time without prior notice, with all modifications being posted on our website.
- c. Orders placed after any stated expiration or modification date are ineligible for the discount.

### **4. Pricing, Discount Application, and Payment**

- a. The 20% discount applies exclusively to the base hire cost and excludes any additional charges, add-ons, or ancillary services.
- b. In the event of technical or pricing errors, Purple Cow reserves the right to adjust pricing or cancel orders at its sole discretion.
- c. Full payment is required at the time of booking for the discount to be valid.

## 5. Refunds, Cancellations, and Order Modifications

- a. Once a booking is confirmed with the discount applied, it cannot be reinstated or refunded if the order is cancelled.
- b. Any cancellation or modification of the booking may incur additional fees, with the discount benefit being forfeited.
- c. Purple Cow reserves the unilateral right to cancel any order that breaches these Terms or appears fraudulent.

## 6. Geographical Limitations and Service Areas

- a. This Promotion is strictly limited to delivery and pickup within the designated service areas in Sydney.
- b. All customer addresses will be verified for eligibility; orders outside these areas will be cancelled.

## 7. Intellectual Property and Website Use

- a. All promotional materials, website content, and branding are the exclusive property of Purple Cow Industries and are protected by intellectual property laws.
- b. No part of our promotional materials may be reproduced, distributed, or otherwise used without explicit written permission from Purple Cow.

## 8. Limitation of Liability, Disclaimers, and Indemnification

- a. Purple Cow is not liable for any technical issues that may interfere with a customer's ability to redeem the Promotion.
- b. The Promotion is subject to availability, and Purple Cow may substitute products or services without incurring liability.
- c. All warranties, express or implied, are disclaimed to the fullest extent permitted by law.
- d. Customers agree to indemnify, defend, and hold harmless Purple Cow, its affiliates, and their respective officers from any claims, damages, or losses arising from participation in the Promotion.

## 9. Force Majeure and Third-Party Providers

- a. Purple Cow is not responsible for any failure or delay in performance due to causes beyond its reasonable control, including natural disasters, strikes, or technical failures.
- b. Any reliance on third-party services (e.g., payment gateways, delivery providers) is governed by their respective terms; Purple Cow disclaims liability for third-party actions or omissions.

## 10. Governing Law and Dispute Resolution

- a. These Terms are governed by the laws of New South Wales, Australia.
- b. All disputes arising from the Promotion shall be exclusively resolved in the courts of New South Wales.
- c. If any provision of these Terms is held invalid or unenforceable, the remaining provisions will continue in full force and effect.

## Section 2. \$1000 Visa Gift Card Giveaway

### 1. Offer Overview

- a. The Giveaway offers a single winner a \$1000 Visa Gift Card.
- b. Entry into the Giveaway requires following Purple Cow Industries on the designated social media platform and meeting all entry guidelines.

### 2. Eligibility and Entry Conditions

- a. Entrants must follow Purple Cow Industries on the specified social media platform.
- b. Entrants must tag a minimum of three friends in the comments section of the official giveaway post.
- c. Entrants must share the giveaway image on their personal social media story.
- d. The Giveaway is open exclusively to residents of Australia, and participation constitutes full acceptance of these Terms.
- e. Entrants must maintain a public profile during the Promotion to allow for proper verification.

### 3. Validity Period and Entry Submission

- a. The Giveaway commences upon the posting of the official announcement and remains open until 1 April 2025.
- b. Late entries submitted after the closing date will be excluded.
- c. Purple Cow reserves the right to alter or cancel the Giveaway at any time without notice.

### 4. Prize Details and Winner Selection

- a. The \$1000 Visa Gift Card is non-transferable, has no cash alternative, and is subject to verification.
- b. The winner will be randomly selected from all eligible entries using a method determined solely by Purple Cow.
- c. The winner will be contacted via direct message on the designated social media platform.
- d. If the winner fails to respond within seven (7) days, Purple Cow reserves the right to select an alternative winner.

- e. All decisions regarding the selection process are final and binding.

## 5. Social Media Compliance and Privacy

- a. Entrants must adhere to the rules of the social media platform; any breach, including having a private account, may result in disqualification.
- b. By participating, entrants consent to the collection and use of their personal data for administering the Giveaway in accordance with Purple Cow's Privacy Policy.

## 6. Limitation of Liability, Disclaimers, and Indemnification

- a. Purple Cow is not liable for technical issues, errors, or delays affecting the entry, transmission, or selection process.
- b. All warranties related to the Giveaway, whether express or implied, are disclaimed to the maximum extent permitted by law.
- c. Entrants agree to indemnify and hold harmless Purple Cow, its agents, and representatives from any claims arising from participation in the Giveaway.
- d. Purple Cow is not responsible for any acts or omissions by third-party platforms or service providers involved in the Giveaway.

## 7. Additional Legal Provisions

- a. All materials associated with the Giveaway, including promotional images and text, are the intellectual property of Purple Cow and may not be reproduced or distributed without permission.
- b. Any failure by Purple Cow to enforce a provision of these Terms shall not constitute a waiver of its right to enforce such provision in the future.
- c. Purple Cow reserves the right to assign or transfer these Terms or any rights or obligations under them without notice.

## 8. Governing Law and Dispute Resolution

- a. These Terms and any disputes will be governed by and construed in accordance with the laws of New South Wales, Australia.
- b. Any disputes arising in connection with the Giveaway will be resolved exclusively in the courts of New South Wales.
- c. Should any part of these Terms be found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## Section 3. General Provisions Applicable to All Promotions

### 1. Entire Agreement

- a. These Terms and Conditions, along with any additional guidelines or rules referenced herein, constitute the entire agreement between you and Purple Cow regarding the Promotion.
- b. They supersede all prior understandings or agreements, whether written or oral, relating to the Promotion.

### 2. Amendments and Modifications

- a. Purple Cow reserves the absolute right to modify, suspend, or terminate any part of these Terms at any time, with or without notice.
- b. Significant changes will be posted on our website and/or social media channels, and continued participation after any modifications constitutes acceptance of the new terms.

### 3. No Third-Party Rights

- a. These Terms are intended solely for the benefit of Purple Cow and the participants; no third party shall have any rights or claims arising from these Terms

### 4. Notices

- a. Any notice or communication required or permitted under these Terms will be given in writing and delivered via email, postal mail, or by posting on the official website.
- b. It is the customer's responsibility to ensure that all contact details provided are accurate and up-to-date.

### 5. Confidentiality

- a. All confidential information disclosed during the Promotion, including any proprietary data or business practices of Purple Cow, must be kept confidential and not disclosed to any third party without explicit written consent.
- b. Unauthorized disclosure of confidential information may result in immediate termination of participation and legal action.

### 6. Dispute Resolution and Governing Law

- a. In the event of any dispute arising from these Terms or the Promotion, both parties agree to attempt to resolve the matter through good-faith negotiations prior to pursuing legal remedies.

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- b. If a dispute cannot be resolved amicably, it shall be resolved by binding arbitration in accordance with the rules of the appropriate arbitration body in New South Wales.
- c. All disputes will be subject to the exclusive jurisdiction of the courts in New South Wales, Australia.

## 7. Miscellaneous

- a. Section headings are for convenience only and do not affect the interpretation of these Terms.
- b. The provisions relating to intellectual property, limitation of liability, indemnification, confidentiality, and governing law shall survive the termination of the Promotion.

For any questions or further assistance regarding these Terms and Conditions, please contact our customer service team at **1300 131 918**.