

GAINSBOROUGH NATBUILD BIG BUILDER BUYS PROMOTION

Competition Terms and Conditions

GENERAL

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. The promoter is **Gainsborough Hardware Industries Limited** ABN 25 004 792 269 whose registered office is at 31-33 Alfred St, Blackburn, 3130, Victoria (**Promoter**).
4. The GAINSBOROUGH NATBUILD BIG BUILDER MARCH BUYS PROMOTION (**Competition**) will commence at **12.00am** (AEST) on 15 February, 2017 and ends at 11.59pm (AEST) on 13 April, 2017 (**Competition Period**).
5. This competition is authorised under: ACT Permit No. TP16/02456, NSW Permit No. LTPS-16-09948 and SA Permit No. T16/2247.
6. By entering this Competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.

ENTRY ELIGIBILITY

7. Subject to clause 7, entry is open to all residents of mainland Australia, excluding external territories, who have fulfilled the requirements set out below ('Eligible Entrants').
8. Must be over the age of 18.
9. Employees of Gainsborough Hardware Industries Limited or their family members or anyone else connected in any way to the competition or helping to set up the competition shall not be permitted to enter the competition.

HOW TO ENTER

10. Eligible Entrants may enter this competition by making a purchase at a Natbuild Retailer to the value of \$300 (ex GST) or more of Gainsborough Hardware products and uploading the receipt/s to URL www.wingainsborough.com.au. For every \$300 (ex GST) spent, you will receive one entry into the competition.
11. Entries must include all requested contact details. Each entry must be unique and received by the Promoter within the Competition Period.
12. The Promoter is not liable for entries not received for whatever reason.
13. A person may enter multiple times provided they are make additional purchases.

HOW WINNERS ARE DETERMINED AND PRIZES

14. The rules of the Competition and the prize for each winner are as follows:
- a. The Winner of the Competition with valid entry (as determined by the Promoter) will receive their choice of one of the following:

PRIZE 1:

Smart TV Samsung KS9005 75" SUHD \$8,998.00
TV<https://www.samsung.com/au/tv/KS9005/?modelCode=UA75KS9005WXXY>

PRIZE 2:

Dirt Bike KTM 250SX-F \$10,995.00
<http://www.ktm.com/au/mx/250-sx-f-factory-edition/>
Please note that registration and on-road costs are not included in this prize

PRIZE 3:

Kids Dirt Bikes 2 x KTM 50SX \$9,990.00
<http://www.ktm.com/au/mx/50-sx-1/>
Please note that registration and on-road costs are not included in this prize

PRIZE 4:

PWC Sea-Doo Spark Trixx \$10,699.00
<http://www.sea-doo.com/watercraft/rec-lite/sea-doo-spark-trixx.html>
Please note that registration and on-road costs are not included in this prize

PRIZE 5:

Gym Equipment - Home Gym Equipment Voucher \$7,500.00
<http://www.rogueaustralia.com.au/ab-2-adjustable-bench-au>

b. **Prize Winners** The Promoter will use a random computer generated selection tool to select one entrant to receive the prize (**Winner**) from all entries which comply with these terms and conditions (as determined by the Promoter).

15. No cash alternative to the prizes will be offered. The prizes are not transferable.
16. The Winner will be drawn at 1.00pm (AEST) on Friday, 14 April 2017 at Gainsborough Hardware Industries Limited, 31 – 33 Alfred Street, Blackburn, VIC 3130. The Winner will be notified by email and/or phone within 28 days of the closing date. The names will be published on the Gainsborough Facebook Page at 3.00pm (AEST) on Friday, 14 April, 2017.
17. The Promoter, any fulfilment company and its associated agencies and companies, will not be liable for any damage in transit to, or delay in transit of, any prize.

18. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
19. If a winner cannot be contacted or do not claim the prize within 3 months of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner on Friday, 14 July, 2017 in accordance with the procedure outlined above.
20. If any prize remains unclaimed after 31 August, 2017, the Promoter may retain the prize and is under no obligation to find a further alternative winner.
21. Right to use entries, names and likeness
22. The Promoter collects personal information in order to conduct the Competition and for other purposes of collection as set out in the Promoter's privacy policy. The Promoter may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information.
23. The Promoter will not, unless consent is obtained use this information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
24. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Australia). Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on 1800 227 662 during office hours. The Promoter's privacy policy can also be viewed at <http://www.gainsboroughhardware.com.au/privacy-policy>

Winning entries

25. If you are a Winner:
 - i. you grant the Promoter and associated companies and agents the right to use (and to license others to use) your entry, your name and likeness to promote and advertise all or any of the Competition or the Promoter without any royalty, payment or other compensation to you.
 - ii. You may at any time prior to 13 April, 2017 notify the Promoter that you do not wish for the Promoter and others (who are licensed to do so) to use your name and likeness or entry as described above by notifying the Promoter in writing on dasmarketing@gwagroup.com.au
 - iii. The Promoter agrees not to use your name or likeness or entries in connection with any commercial tie-ups, merchandising or for the direct or indirect endorsement of any product or services other than for the commercial and/or other sponsorship of the Competition or the Promoter.

General

26. You are providing your information to Gainsborough Hardware Industries Limited and not to any other party.
27. Entrants agree that they are fully responsible for the Content they submit, produce, share and/or distribute. The Promoter and its associated companies and agents shall not be liable in any way for such Content to the full extent permitted by law.
28. The Promoter may remove any Content that does not comply with these Terms and Conditions. Entrants warrant and agree that:
 - i. They will not submit, produce, share or distribute any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18 or otherwise unsuitable for publication;
 - ii. They have obtained prior consent from any person in respect of that person or their property that appears in their Content;
 - iii. They have obtained full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
 - iv. Their content does not contain viruses or cause injury or harm to any person or entity;
 - v. They comply with all applicable laws and regulations, including without limitation, those governing copyright and designs, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;
 - vi. the Promoter reserves the right to disqualify any entrant who submits or uploads any material that does not comply with these Terms and Conditions.
29. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of these Terms and Conditions.
30. The Promoter reserves the right to cancel or amend the competition and these terms and conditions without notice, subject to the approval of the gaming authorities in each state and territory, if required, in the event of catastrophe, war, civil or military disturbance, act of god or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
31. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
32. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of**

Australia (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 Competition.

33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and exclude 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:
- i. Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - ii. Any theft, unauthorised access or third party interference;
 - iii. Any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - iv. Any variation in prize value to that stated in these Terms and Conditions;
 - v. Any tax liability incurred by a winner or entrant;
 - vi. use of or taking of a prize; or
 - vii. participation in the Competition.

33. The competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Victoria.