

## “FLETCHER INSULATION SISALATION” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Stores (as defined below) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Promotion commences on 17/09/2018 and closes at 11:59pm AEDST on 10/11/2018 (“**Promotional Period**”).
5. To be eligible to enter, individuals must complete the following steps during the Promotional Period:
  - Purchase any Sisalation product/s in a single transaction from a participating store (“**Eligible Purchase**”). A participating store is any Shed Boss or Fair Dinkum Sheds store that displays advertising material for this promotion (“**Participating Store**”).
  - Upon making their Eligible Purchase individuals will be provided with an entry form which they must complete in full including full name, email address, phone number, receipt number and the store where the Eligible Purchase was made; and
  - Place the completed entry form into the entry box located in-store.
6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Eligible Purchase (regardless of the number of Sisalation products purchased in excess of one (1) in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
7. Entrants must retain their original purchase receipt/s for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place at 31<sup>st</sup> Second, Suite 1E, 207 Young Street, Waterloo NSW 2017 on 29/11/2018 at 3:00pm AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing by email and by phone within two (2) business days of the draw. Winners names will be published in The Australian on 07/12/2018.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first three (3) valid entries drawn will each win the prize of a \$3,000 Visa gift card ("**Major Prize**").
14. The Participating Store where each Major Prize winner made their Eligible Purchase from will each win the prize of a \$1,000 Visa gift card ("**Minor Prize**"). Minor Prizes will be awarded to the owner/manager of the respective winning store who may, in his/her absolute discretion, allocate the Minor Prize to any employee of that store.
15. Any ancillary costs associated with redeeming the Visa gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a Major or Minor Prize (collectively, "prizes") at/by the time stipulated by the Promoter, then that prize will be forfeited.
17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$12,000.
19. Prizes are not transferable or exchangeable and cannot be taken as cash.
20. A draw for any unclaimed prizes may take place on 05/03/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email and by phone within two (2) business days of the draw. Winners names will be published in The Australian on 12/03/2019.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.

23. Nothing in these Terms and Conditions limits, excludes or modifies 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 States 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 promotion.
24. 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 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: (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 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
25. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://fletcherbuilding.com/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
26. The Promoter is Fletcher Insulation Pty Ltd (ABN 72 001 175 355) of 600 Woodstock Avenue, Rooty Hill NSW 2766, telephone 1300 654 444.

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