SURROUND BY LAMINEX <u>DIY WEEKENDS GIVEAWAY</u> TERMS AND CONDITIONS

Promotion:

Participation in the Promotion is deemed to be an acceptance of these Terms and Conditions. These Terms and Conditions are available for download Terms and Conditions (laminex.com.au).

Promoter:

The Promotion is conducted by Laminex Australia located at 130 Sharps Rd, Melbourne Airport VIC 3045

Prize:

Includes:

A single prize package to one winner consisting of:

- -\$2,000 RRP worth of Surround by Laminex wall panels
- -\$200 Bunnings Voucher
- -Free delivery to metro locations

Excludes:

- -Installation
- -Extended Warranty
- -Free Delivery to regional locations

Promotional Period:

State Date and Time: Thursday 10th March, 2022

End Date and Time: Sunday 20th March, 2022 at 11:59pm

Eligible Entrant:

Participation in the Promotion is open to Australian residents only, aged 18 years or over. Employees of the Promoter, and immediate family members of any employee of the Promoter, are not eligible to participate in the Promotion.

How to Participate in the Promotion:

During the Promotional Period, an Eligible Entrant must:

- Follow Surround by Laminex on Instagram
- Tell us your favourite Surround by Laminex panel profile in the comments below + tag your friends (1 tag = 1 entry)
- have otherwise complied with these Terms and Conditions.
- **Eligible Product expressly excludes the purchase of second-hand goods or demonstration models and any other associated costs such as delivery, installation, extended warranty or otherwise.

Participation in this Promotion cannot be in conjunction with any other offer, promotion or discount and excludes purchases which use points/rewards from a loyalty program as full or part payment.

<u>Judge:</u>

-Game of chance- The promoter will select the winner by using *AppSorteos* – a platform that automatically generates a winner at random from all 6 Instagram posts during the Promotion period.

Entry Limits:

Multiple participation in the Promotion is permitted. An Eligible Entrant will receive one entry for each tag in the post's comments with the name of their favourite Surround by Laminex wall panel profile.

Prize Draw:

The Prize draw will occur on Monday 21st of March 2022 at 3pm by the Surround by Laminex Marketing Specialist, using *AppSorteos* that will automatically generate one winner at random from all 6 posts. This will take place at Laminex Australia - 130 Sharps Rd, Melbourne Airport VIC 3045.

Winner Announcement:

The winner of the Prize will be announced on Monday 21st of March 2022 at 3pm via Surround by Laminex Instagram Story post.

The Prize will be posted via a courier to the address provided by the winner within 28 days from the date the winner is announced. Delivery to a metro address will be at no cost to the winner. If the winner requires delivery to a regional address, this will be at the expense of the winner. The Promoter does not accept responsibility for any errors or misprints of the postal address by the Eligible Entrant.

General Terms:

- 1. The Prize is not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars.
- 2. If a Prize is unavailable due to circumstances beyond the control of the Promoter, the Promotor reserves the right to substitute the Prize with a prize of equal value (the Promotor will first make reasonable attempts to reach agreement with the winner on the substitute prize).
- 3. This Promotion is not open to individuals only and not companies, businesses, organisations, body corporate bodies, groups, trade customers or resellers or distributors of products or anyone acting on their behalf.
- 4. The Promotional Period may be extended at the Promoter's sole discretion.
- 5. Except where this Promotion is open to residents of the Northern Territory, if the Prize is not claimed by the winner by the collection deadline after the draw, it will be automatically forfeited and (without further notice) another draw will take place to determine a new winner.
- 6. The Promoter is not liable for any costs incurred when accessing Instagram or Facebook or any website, or for any failure or service interruption of Instagram, Facebook or a website at any time.
- 7. The Promoter reserves the right, at any time, to verify the validity of claims and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Eligible Entrant 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.
- 8. The Promoter's decision is final and no correspondence will be entered into.
- 9. If Eligible Product is returned and the item has not failed to meet consumer guarantees under the Australian Consumer Law, the Customer will not receive an entry for that purchase.
- 10. An Eligible Entrant receives and uses the Prize at their own risk.
- 11. The Prize includes materials supplied by an independent 3rd party supplier and is subject to the terms and conditions of the 3rd party supplier. The Promoter makes no representation or warranty as to the quality of services or goods provided by 3rd party suppliers of goods and services forming part of the Prize.
- 12. The Eligible Entrant acknowledges and agrees that the Promoter gives no representation, no advice, no warranty, no undertaking, no promise and no forecast in relation to the Prize or its fitness or suitability for any purpose.
- 13. The Prize cannot be returned for cash or substituted once selected by the Eligible Entrant.
- 14. By entering the Promotion, the Eligible Entrant consents to the Promoter sending future marketing materials to the Eligible Entrant including by electronic messages. See our <u>Privacy Policy</u>.
- 15. Eligible Entrants consent to the Promoter using their name, their resident state or region, likeness and image in the event they are the winner (including photograph, film and recording of the same) in any media for an unlimited period, without remuneration, for the purpose of promoting this Promotion (including any outcome), the Promotor or any products manufactured, distributed or supplied by the Promoter.
- 16. To the maximum extent permitted by law, the Promoter and its officers, employees, agents, suppliers and any related bodies corporate of the Promoter exclude all liability for any claim, liability, loss or damage (including personal injury, death, property damage, and any liability for loss of profit, loss of revenue, loss of use, loss of opportunity and any kind of indirect, special or consequential loss or damage) which is suffered or sustained by any individual including any Eligible Entrant in connection with the Promotion or the use of the Prize, including without limitation as a result of receiving the Prize, any tax liability, any technical difficulties or equipment malfunction (whether or not under the Promoter's

- control), any Prize that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter, any act or omission (whether negligent or not) of the Promoter or its suppliers, contractors or agents or any person associated with any of them or any theft, unauthorised access or third party interference.
- 17. If for any reason this Promotion is not capable of running as planned (including by reason of, but not limited to, technical failures, unauthorised intervention, fraud or any other causes beyond the control of the Promoter) which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion.
- 18. Eligible Entrants must not reproduce, copy or post any images that breach the intellectual property rights of any third party. It is the sole responsibility of the Eligible Entrant to ensure that their entry in the Promotion does not breach the intellectual property rights of any third party. You warrant to the Promotor that your entry does not breach the intellectual property rights of any third party.
- 19. The Promoter and each Eligible Entrant:
 - (a) release Instagram from any liability in connection with the Promotion; and
 - (b) acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. For further info on their promotion guidelines see <u>Instagram</u>.
- 20. Capitalised terms are defined in these Terms and Conditions.