

“YATES TURFSTORY 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. The Promoter is Yates, a division of DuluxGroup (Australia) Limited trading as Yates Australia (ABN 67 000 049 427) of 1956 Dandenong Road, Clayton VIC 3168 (“**Promoter**”)
3. Entry is only open to New South Wales residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means 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 first cousin.
5. The promotion commences at 12:01am AEST on 9 September 2026 and closes at the earlier of: (a) 11:59pm AEST on 30 September 2026; and (b) the date and time specified by the Promoter on www.yates.com.au/turfstory after the SCG is no longer required for scheduled sporting use or training and the turf-removal schedule has been confirmed (“**Promotional Period**”). The Promoter will publish the applicable closing date and time on the promotional website as soon as reasonably practicable.
6. To enter, eligible individuals must, during the Promotional Period:
 - a) visit www.yates.com.au/turfstory and follow the prompts to the promotion entry page;
 - b) input the requested details, including their full name, postcode, email address and telephone number;
 - c) provide an answer to the question “***Tell us, in 50 words or less, your favourite sporting or entertainment moment at the SCG and why you would like a piece of turf from that moment***”;
 - d) Check the box consenting to the Terms and Conditions and that they are able to claim the prize within 24 hours if deemed a winner; and
 - e) submit the fully completed entry form.
7. Only one (1) entry is permitted per person.
8. Incomplete, indecipherable or illegible entries will be deemed invalid. Entries are deemed to be received at the time of receipt by the Promoter’s promotion database and not at the time of transmission by the entrant.
9. 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 to disqualify any individual who the Promoter has reason to believe has breached these Terms and Conditions, tampered with the entry process or engaged in unlawful or other improper misconduct calculated to jeopardise the 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 are reserved.
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. This is a game of skill and chance plays no part in determining the winners. Each valid entry will be individually judged based on the literary and creative merit of the answer provided, its relevance to the

promotional question and the entrant's explanation of the personal significance of their nominated SCG moment. The judging will take place at Handling Matters, Unit 40, 1-5 Thew Parade Cromer NSW 2099 commencing once entries have closed. The judges may select additional reserve entries which they determine to be the next best and record them in order in case of an invalid entry or ineligible entrant. The winners will be notified by email within 24 hours of the close date. Each winner must confirm acceptance and provide all requested verification and prize fulfilment information within 24 hours of being notified.

12. The three (3) best valid entries, as determined by the judges, will each win a prize. Each prize consists of:

- a. one (1) Yates Lawn Care Prize Pack, curated for the winner's lawn following consultation with the winner valued at up to \$300;
- b. one (1) consultation with a Yates lawn expert and a lawn care plan, delivered in person, by telephone or by online video call, as agreed between the winner and the Promoter;
- c. approximately 600 x 300mm or 2ft x 1ft of couch turf oversewn with rye grass removed from the SCG ("**Turf**");
- d. one standard 90-minute Curator's VIP behind-the-scenes tour of the SCG for the winner and three (3) companions; and
- e. four (4) tickets to The Lounge for a Twenty20 match of the winner's choice (at the SCG) during the summer 2026/2027 season including catering.

13. The total value of each prize is up to \$2,256. The total prize pool value is up to 6,768.

14. While the precise quantity, dimensions, condition and location of Turf awarded will be determined by the Promoter and/or the SCG grounds team, having regard to availability, operational requirements, field condition and safe removal, the Turf is expected to be 50-70mm deep and mounted onto a pallet. The Turf pallet will be around 20kg-30kg. In dimensions it will be approximately 600 x 300mm or 2ft x 1ft. As a condition of accepting a prize, the winner acknowledges that the Promoter may invite the winner to participate in additional publicity or content production, including filming at the winner's property and capturing delivery, laying or receipt of the Turf. Any filming at a winner's property or additional use beyond **clause 33** will be subject to the winner's separate prior written consent and any reasonable production, property access and release arrangements notified by the Promoter.

15. The Promoter does not guarantee that Turf will be sourced from any specific location, or that the exact location of a historical moment can be identified or accessed.

16. The Turf is a living and perishable product. Its survival, establishment, appearance and ongoing condition will depend on transport, storage, site preparation, installation, watering, climate, soil, pests, disease and ongoing care. Once delivered, if the winner wishes to lay their Turf, the Promoter recommends that the Turf be laid as soon as possible. The Promoter does not guarantee that the Turf will survive or establish at the winner's property. Nothing in this clause limits any rights that cannot lawfully be excluded.

17. Before delivery or collection, a winner must provide accurate information reasonably requested about their access and capacity to receive the Turf. Site preparation, removal of existing lawn, soil, equipment, labour, installation, watering, maintenance and all other ancillary costs are not included in the prize and are the winner's responsibility.

18. If a winner resides within a 30 km radius of the SCG, as determined by the Promoter, the Promoter will arrange one delivery of the Turf to the winner's nominated residential address within that radius on the date and within the delivery window nominated by the Promoter. The winner must ensure safe and suitable access and that an adult is present to accept delivery. If delivery cannot be completed for a reason attributable to the winner, the winner may be required to collect the Turf in accordance with **clause 19**.

19. If a winner resides outside the 30 km radius, that winner must collect the Turf from the SCG or another Sydney location nominated by the Promoter, on the date and within the collection window nominated by the

Promoter. The winner is responsible for suitable transport, loading arrangements, securing the Turf, all transport costs and compliance with applicable vehicle load and road safety requirements. If the winner does not collect the Turf at the nominated time, the Turf component will be forfeited and will not be redeemable for cash.

20. The SCG tour will take place on a date to be determined by the Promoter. The tour is for the winner and three (3) companions. The winner and their companions must make their own way to and from the SCG at their own cost. The tour is subject to the standard terms, conditions, availability, security requirements and lawful directions of the SCG and tour operator, including any applicable age or access restrictions. The Promoter and tour organisers hereby expressly reserve the right to eject any winner (and/or their companion/s) for any inappropriate behaviour whilst participating in any element of the prize.
21. The Turf removal date, tour date, delivery date and collection date depend on SCG operational requirements and may be confirmed or changed on short notice. If an element of the prize is delayed, postponed, relocated, modified or unavailable for a reason beyond the Promoter's reasonable control, the Promoter may reschedule, modify or substitute that element with an element of equal value and/or specification, subject to applicable law.
22. The Yates lawn expert consultation and care plan will occur at a date and time agreed between the winner and Yates and may be conducted in person, by telephone or online video call. If agreement cannot be reached, the Promoter may nominate a reasonable date, time and method. The consultation must be redeemed by 6 December 2026.
23. The contents of the Yates Lawn Care Prize Pack will be selected by Yates having regard to information provided by the winner concerning their lawn. Product type, pack size and quantity are subject to availability and Yates' reasonable selection. The pack will have a total recommended retail value of up to \$300 at the time of selection.
24. As a condition of accepting the prize, each winner and, where applicable, their companions may be required to sign legal documentation in the form reasonably required by the Promoter and/or prize suppliers, including a legal release and indemnity form.
25. The cricket tickets that form part of a prize are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or their companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
26. The Promoter's decision is final and no correspondence will be entered into.
27. If for any reason a winner does not take or redeem a prize or any element of a prize at or by the time stipulated by the Promoter, that prize or element will be forfeited and will not be redeemable for cash.
28. If any prize or part of a prize is unavailable, the Promoter reserves the right, in its discretion, to substitute it with a prize of equal value and/or specification.
29. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
30. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize.
31. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for

such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit 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 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 32. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 33. 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.
- 34. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 35. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 36. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
- 37. 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) if the SCG tour or chosen cricket match is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) the condition, survival or establishment of any Turf at a winner's property; (g) any tax liability incurred by a winner or entrant; or (h) use of or taking of a prize.

38. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize or conduct of the promotion. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors to assist in conducting this promotion, communicating with you or storing data. If entrants do not provide the information requested they will not be able to enter the promotion. This may include disclosures to organisations outside Australia, including in places such as New Zealand, Papua New Guinea, Fiji, Singapore, Hong Kong, Peoples Republic of China, the United State of America, the United Kingdom and throughout the European Union.

39. If you opt in at the time of entry, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.

40. A copy of the Promoter's Privacy Policy can be viewed at www.yates.com.au/privacy-policy/, and includes information about:

- a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
- b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.