

## YATES & MAKITA - WIN A SPRING GARDEN PACK - PROMOTION

### Competition details

<b>Promotion Name</b>	"Yates & Makita - Win a Spring Garden Pack"
<b>Promoter</b>	The Promoter is Yates Australia a division of DuluxGroup (Australia) Pty Ltd (ABN 67 000 049 427) of 1956 Dandenong Rd, Clayton, Victoria 3168. Telephone: 1300 369 074
<b>Promotion Type</b>	Game of skill
<b>Promotion Period</b>	The Promotion will commence at 12.01am AEST 1/09/2022 and close at 11.59pm AEDST on 31/10/2022 ( <b>Promotion Period</b> ).
<b>Participating Store</b>	Stores participating in the Promotion are selected Independent Hardware stores and selected Garden Centres as determined by the Promoter ( <b>Participating Stores</b> ). Participating Stores will display promotion materials. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.
<b>Entry Restrictions</b>	<p>This promotion is only open to residents of Australia for purchases made in Australia. Entrants under 18 years of age must get permission from a parent or guardian before entering. Employees (and their Immediate Families) of the Promoter, the Participating Stores or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. "Immediate Family(ies)" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter).</p> <p>The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion.</p>
<b>How to enter</b>	<p>To enter and be eligible to win, entrants must, during the Promotion Period:</p> <ol style="list-style-type: none"> <li>a) purchase any Yates product (<b>Eligible Products</b>) from a Participating Store (<b>Qualifying Purchase</b>) and retain proof of purchase for the competition entry;</li> <li>b) Go online to: <a href="http://www.yates.com.au/garden-hub/win-with-yates">www.yates.com.au/garden-hub/win-with-yates</a> and follow the prompts to the competition details.</li> </ol> <p>Entrants must: Complete the form with all their required details, upload copy of receipt and 'Tell us in 25 words or less why you need a Spring garden renovation'.</p>
<b>Judging criteria</b>	<p>Judging of entries will be undertaken by a panel of judges appointed by the Promoter. Judging will be on the 3<sup>rd</sup> November 2022.</p> <p>One individual entry, in the opinion of the judges, will be selected from all valid entries and judged as a winner for each state. The Promoter's decision is final and no correspondence will be entered into. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on originality and creative merit of their entry. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in the case an invalid entry or ineligible entrant is selected as the winner.</p>
<b>Notification</b>	<p>The winner will be announced on the 7<sup>th</sup> of November 2022.</p> <p>The winner will be contacted by phone or email within 3 days either side of the announcement. If the winner has not made contact before 5<sup>th</sup> December 2022, or in the event an invalid entry or ineligible entrant is selected as the winner, the judges will select another winner from the remaining entries which they determine to be the next best.</p>
<b>Publication details</b>	The winner will be published on the competition page: <a href="http://www.yates.com.au/garden-hub/win-with-yates">www.yates.com.au/garden-hub/win-with-yates</a>
<b>Prize details</b>	The prize for each state/region is:

	<ul style="list-style-type: none"> <li>• DLM536 18Vx2 (36V) LXT Brushless 530mm (21") Metal Deck Self-Propelled Lawn Mower and Makita 18V Brushless Blower (model DUB184ST) valued at RRP \$1699;</li> <li>• Yates garden product pack valued at RRP \$101.</li> </ul> <p>Total prize value: RRP \$1800.</p> <p>7x prize packs to be won. One for each state awarded in: NSW (\$1800), VIC (\$1800), SA (\$1800), NT (\$1800), WA (\$1800), TAS (\$1800), QLD (\$1800).</p>
<b>Prize Restrictions/Additional terms</b>	<p>If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.</p> <p>Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the Prize value. Prize winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to acceptance of their Prize.</p>
<b>Prize Claim Date</b>	Prizes must be claimed by the 5 <sup>th</sup> of December 2022.
<b>Unclaimed Prize Arrangements</b>	If a Prize is not claimed by the Prize Claim Date or the entry is deemed invalid, the next best entry, as determined by the judge(s) shall be awarded the Prize.
<b>Entry Limits</b>	Limit of one (1) entry per Qualifying Purchase. Maximum of one (1) entry per person per day.
<b>Verification /Proof of Purchase</b>	Entrants must retain their original itemised receipt/s to verify each entry and must retain these until their prize has been received.

### Terms and Conditions

1. Information on how to enter the "Yates - Win a Makita Garden Power Tool Pack" competition (**Promotion**) and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
  - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
  - b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
  - c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
7. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, and subject to approval from a relevant regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
8. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.

9. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter.
10. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.
11. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used.
12. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
13. 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. 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.
14. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
15. The Promoter may communicate or advertise this Promotion using Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
16. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
17. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
18. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 the prize.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

20. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this Promotion. Entrants also irrevocably 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
22. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send information about the Promoter's products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.
23. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
24. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at [www.yates.com.au/privacy](http://www.yates.com.au/privacy). To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.