

Woodcare Pick a Prize Promotion – Terms & Conditions

Promotion name	Woodcare Pick a Prize
Promoter	Cabot's Australia, a division of DuluxGroup (Australia) Pty Ltd ABN 67 000 049 427, 1956 Dandenong Road, Clayton VIC 3168
Promotion type	Game of chance
Promotion period	From 0:01am AEDST on 4/10/2021 to 11.59pm AEDST 31/12/2021
Eligible entrant	Any Australian resident over 18 years of age for purchases made in Australia, and excludes Ineligible Entrants. The Promoter may (in its absolute discretion) determine eligibility.
Entering	<p>After making a Qualifying Purchase, Entrants must:</p> <p>(a) go to www.woodcareprizes.com.au and navigate to the promotion page</p> <p>(b) complete the online entry form, including inputting full name, e-mail address, postal address, mobile phone number, select the Participating Store where you completed the Qualifying Transaction (from the drop down menu) and submitting the fully completed entry form</p> <p>Upon submitting the fully completed entry form, the entrant is entered into the instant prize draw and the major prize draw</p> <p>Qualifying Purchase is a single purchase of \$125 or more of a Participating Product from a Participating Store during the Promotion Period</p> <p>Participating Product is any Cabot's or Intergrain product</p> <p>Participating Store is any participating Mitre 10, Home Timber and Hardware, Thrifty-Link or True Value Hardware</p> <p>Multiple entries are permitted, provided there is only one entry for each Qualifying Purchase and each entry is submitted separately and in accordance with these terms and conditions</p>
Instant prize draw	Upon submitting the fully completed entry form, the entrant is notified instantly on screen whether they've won an instant prize or not
Instant prize	100 x \$50 e-vouchers to spend at the Participating Store where the entrant completed the Qualifying Transaction. The e-voucher is subject to the terms and conditions of that e-voucher
Instant prize notification	Upon submitting the fully completed entry form, the entrant is notified instantly if they are an instant prize winner and the winner's first name initial and full last name will be posted on the Promoter's web page here www.woodcareprizes.com.au on 21/01/2022 and for 28 days after that date
Major prize draw	At 2:00pm AEDST on 13/01/2022, a representative of the Promoter will conduct a random electronic prize draw at 6 Hodgson St Kew, Vic 3101. The winner is the first valid entry randomly drawn from all valid entries received by the Promoter. The winner wins the major prize
Major prize	<p>The first valid entry drawn in the Major Prize Draw will win the choice of one of the following three prizes, being:</p> <ol style="list-style-type: none"> The prize is a 2021 Suzuki Vitara Auto valued at \$29,490 inclusive of on road costs. On road costs include costs associated with registration of the motor vehicle including twelve (12) months registration in the place of residence of the winner, twelve (12) months third party compulsory insurance, stamp duty and dealer delivery charges. Prize includes standard fittings and registration. The winner will receive a Vitara Auto in White and delivery date is subject to stock availability. The vehicle must be collected by the winner at their nearest Suzuki car dealer or a dealer of Suzuki Australia's choice. Any ancillary costs associated with redeeming this prize are the responsibility of the winner. All optional extras and accessories, comprehensive insurance and any other insurance not stated as included in the prize, personal costs and any other ancillary associated with redeeming the prize are excluded and are the responsibility of the winner. It is a condition of being awarded the prize that a winner must, following notification and prior to the awarding of the prize, confirm their full name and address, and provide the Promoter with a copy of their current and valid Australian driver's licence. The winner must provide all information and sign all documentation necessary to enable the Promoter (or its

	<p>nominated dealer) to register a vehicle in a winner's name prior to the prize winner's collection of the car from the dealership. The Promoter accepts no responsibility for any mechanical, body or paint repairs or repairs or maintenance of any kind relating to the prize after the date and time of prize collection by a winner. Any vehicles depicted in any promotional material are not necessarily the same colour or grade as the prize vehicle and are for illustration purposes only. To be eligible to claim a Suzuki Vitara vehicle prize, the winner must be capable of obtaining motor vehicle registration of the vehicle in his or her name in accordance with the applicable legislation where the vehicle is collected. If a winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then such winner may assign the vehicle prize to another person with legal capacity for the purpose of registration. The Promoter and Promotional Partner take no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined, in the Promoter's sole discretion. Total value of prize is AUD\$29,490 inclusive of GST</p> <p>2. A Hamilton Island Holiday Experience for 4 people including return economy airfares from the winners nearest capital city, 2 nights' accommodation at the ALANI House, including airport transfers, two electric 4 seat buggies, champagne on arrival, Wi-Fi & Foxtel, 1 night live-aboard on M/Y ALANI superyacht including fuel allowance, captain, stewardess, full time chef with meals daily, Marine-Park fees, snorkelling equipment, tea/coffee & non-alcoholic beverages. Total value of prize is AUD \$28,000 inclusive of GST</p> <p>3. A Aquagym Avante Pro Spa (2 swim jets) with black 4 tier steps, high density lockable cover & start up chemical kit. Prize includes metro curbside delivery (within 100km of any Australian Capital city). Delivery costs beyond 100klm of Australian Capital cities is not included and will be at the winner expense. Installation of Spa including fencing and any regulatory approvals or permits are not included and are the responsibility of the winner. Delivery of Spa subject to availability. If Spa is in stock delivery will be within 28 days after the promoter has verified the entry valid and the entrant eligible and the winner has nominated a delivery address. Total value of prize is AUD \$26,082 inclusive of GST</p>
Total prize value	Up to \$34,490
Major prize notification	Within 2 business days after the major prize draw, the Promoter will notify the winner by phone and e-mail and the winner's first name initial and full last name will be posted on the Promoter's web page here www.woodcareprizes.com.au on 21/01/2022 and for 28 days after that date
Prize claim	Winners must claim their prize within 3 months days after the prize draw
Prize verification	Before claiming any prize, the winner must provide to the Promoter proof of purchase, being the original invoice for the Qualifying Purchase. If the winner fails to provide the original invoice for the Qualifying Purchase within 28 days after prize notification or provide any other information requested by the Promoter to verify entry validity and entrant eligibility, the prize is deemed unclaimed
Unclaimed prize	If required, an unclaimed prize draw may take place on 29/04/2022 at the same time and place as the original draw, subject to any directions from the relevant regulator and the winner, if any will be notified within 2 business days after the prize draw by phone and e-mail and the winner's first name initial and full last name will be posted on the Promoter's web page here www.woodcareprizes.com.au on 06/05/2022 and for 28 days after that date
Privacy policy	This promotion is subject to the Promoter's privacy policy which can be viewed at https://cabots.com.au/privacy-policy/
Additional terms	Entrants must retain the original invoice for each Qualifying Purchase and that original invoice must clearly specify the Participating Product and the date of the Qualifying Purchase (which must be before the entry date). If an entrant is unable to provide the original invoice

	for a Qualifying Purchase or is otherwise ineligible, the Promoter may (in its absolute discretion) invalidate all the entrant's entries and forfeit any right to a prize The information in this table also includes the terms and conditions below
Permit	NSW Authority No: TP/00158, ACT Permit No: TP21/01450, SA Licence No: T21/1317

1. **Terms and conditions:** These terms and conditions include the information in the table above. If you enter the promotion, you're deemed to accept these terms and conditions. These terms and conditions apply even after the winner has claimed the prize. If an entrant is ineligible or an entrant's entry is invalidated after the prize has been claimed, the Promoter may (in its absolute discretion) demand return of the prize or payment of its value.

2. **Definitions:** For the purpose of these terms and conditions, the following words have the following meanings:

Word	Meaning
Ineligible Entrants	Are Employees (and their Immediate Families) of the Promoter or any of its parent companies, subsidiaries or affiliated companies or any agency associated with the Promotion
Employees	are any officer, director, executive, employee, consultant, contractor or other person who performs work under the control of another in exchange for payment
Immediate Family	are 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

3. **Invalid entries:** The Promoter may (in its absolute discretion) invalidate an entry that is incomplete, indecipherable or has incorrect personal information or contact details. The Promoter is not responsible for any late, lost, misdirected, ineligible or illegible or inaudible entries, including lost, stolen, forged, defaced or damaged invoices relating to a qualifying purchase.

4. **Excluded entrants:** The Promoter may (in its absolute discretion) invalidate an entry or exclude an entrant from the promotion process if that entrant:

- (a) disrupts, annoys, abuses, threatens, harasses the Promoter, another entrant or potential entrant of the promotion or another person associated with the promotion (or attempts to do so);
- (b) submits an entry that is not in accordance with these terms and conditions or who tampers with the promotion process; or
- (c) engages in conduct which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

5. **Entry content:** The content of the entry must be the entrant's original work. The Promoter may (in its absolute discretion) verify or require the entrant to verify that the content of the entry is the entrant's original work. The Promoter may (in its absolute discretion) invalidate an entry suspected of not being the entrant's original work. An entrant's entry must not include:

- (a) any image or voice of another person without that person's express consent (by including any such content, the entrant warrants that they have that express consent);
- (b) any content that contravenes any law, infringes the rights of another person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate, including any content involving nudity, malice, excessive violence or swearing; and
- (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording or any other item in which copyright subsists, except if the entrant is entitled to do so (By including any such work, the entrant warrants that they are entitled to do so).

6. **Modification:** The Promoter may (in its absolute discretion), edit, modify, delete, remove or take-down any part of an entrant's entry.

7. **Entrant identity:** The Promoter may (in its absolute discretion) determine the identity of an entrant.

8. **Errors and omission:** The Promoter may (in its absolute discretion) accept any errors or omissions in the promotion process.

9. **Waiver:** If the Promoter fails to enforce a right, it does not constitute a waiver of that right.

10. **Receipt:** Paper entries are deemed to be received by the Promoter at the time of actual receipt by the Promoter. Online entries are deemed to be received by the Promoter at the time of actual receipt into the Promoter's database (and not at the time of transmission by the entrant).
11. **Risks:** The entrant acknowledges that there may be risks involved in entering the promotion. The winner acknowledges that there may be risks involved in using the prize. The winner acknowledges that they may be required to sign an acknowledgement of risk and waiver of liability before claiming and using the prize. The Promoter may (in its absolute discretion) exclude a winner who fails to sign an acknowledgement of risk and waiver of liability before claiming or using the prize or who is not able or suitable to use the prize.
12. **Release and indemnity:** As a condition of claiming a prize, the Promoter may (in its absolute discretion) require a winner to sign a legal release and indemnity form.
13. **Entering:** The entrant must manually submit entries using an internet browser. The entrant must not use automated software or any other method to automatically submit entries. The Promoter may (in its absolute discretion) invalidate an entry suspected of being submitted using automatic means.
14. **Force majeure:** If the promotion process is not able to be carried out due to circumstances beyond the Promoter's control, including due to any tech or communication issues, the Promoter may (in its absolute discretion) amend, suspend or cancel the promotion, subject to the approval from the relevant regulator.
15. **Social media:** While the Promoter may (in its absolute discretion) promote the promotion using social media platforms, the social media platforms do not sponsor, endorse or manage the promotion. The entrant provides their entry information to the Promoter (not the social media platform) and releases the social media platforms from any liability connected with the promotion.
16. **Prize:** The prize is not transferable or exchangeable for cash, except if the prize is cash. If the prize (or part of it) is unavailable, the Promoter may (in its absolute discretion) substitute the prize (or part of it) with a replacement prize of an equal or greater value, subject to the approval from the relevant regulator. The Promoter is not be liable to the winner for any damage to or delay in transit of the prize.
17. **Liability:** To the maximum extent permitted by law, the Promoter and its employees, agents and contractors are not liable for any loss, expense, damage or liability suffered or incurred by an entrant or a winner in connection with the promotion, including:
 - (a) tech issues or equipment malfunction;
 - (b) theft, unauthorised access or interference;
 - (c) an entry or prize claim that is late, lost, altered, damaged or misdirected due to a reason beyond the Promoter's control;
 - (d) a variation in prize value to that specified;
 - (e) a tax liability incurred by a winner or an entrant; and
 - (f) use of the prize.

Nothing in this provision is intended to restrict, exclude or modify the consumer guarantees and the applicable consumer law, including the following: Australia: Competition and Consumer Act 2010
18. **Intellectual property:** The entrant irrevocably assigns to the Promoter any intellectual property rights in any material submitted by them in an entry. The winner irrevocably consents to the Promoter using their name, likeness, image and voice in any media for an unlimited period without remuneration for the purpose of promoting the promotion and the Promoter's products and services.
19. **Personal information:** The Promoter collects personal information in order to carry out the promotion process, and may disclose that personal information to its employees, agents and contractors for the purpose of carrying out the promotion process. Entry is conditional on the entrant providing that personal information. If an entrant does not provide that personal information, they cannot enter the promotion. If an entrant wishes to access or update the personal information the Promoter holds about them, they may contact the Promoter.
20. **Promotional material:** In entering the promotion, an entrant may be prompted to tick an "opt-in" box which authorises the Promoter to use the entrant's personal information to send promotional material

about the Promoter's products and services and disclose that personal information to agents and contractors that the Promoter engages for that purpose.

21. **Criminal actions:** The Promoter may refer any attempt to deliberately undermine the legitimate operation of the promotion to the relevant law enforcement agency and seek damages.