

“TRADELINK AND CAROMA INDUSTRIES LTD SCRATCH & WIN CHRISTMAS PROMOTION”

TERMS AND CONDITIONS

1. Participation in the Tradelink and Caroma Industries Ltd Scratch & Win Christmas promotion (“Promotion”) will be deemed to be an acceptance of these Terms and Conditions. Information on how to enter and the prizes form part of these Terms and Conditions.
2. The Promotion is conducted by Caroma Industries Ltd. (ABN 35 000 189 499) of 7-9 Irvine Place Norwest Business Park Bella Vista, NSW, 2153, Australia, telephone: 13 14 16 (Promoter”).
3. Participation in the Promotion is open to Australian trade and retail customers of any Tradelink store nationally (each a “Participating Store”) aged 16 years and over (each an “Entrant”).
4. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
5. Employees (and their immediate families) of the Promoter or of Tradelink Pty Ltd and agencies associated with this Promotion are ineligible to enter the Promotion. 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 1st cousin.
6. The Promotion commences on 29/10/2018 and closes at 11:59pm AEDT on 22/12/2018, or until stocks of scratch cards run out in that Participating Store (“**Promotional Period**”).
7. To be eligible to take part in the Promotion, an Entrant must complete the following steps during the Promotional Period:
 - (a) spend \$100* (including GST) or more on Eligible Products (as defined below) in a single transaction at a Participating Store (“**Qualifying Spend**”). The Qualifying Spend will not include the value of any other products purchased in that transaction, except Eligible Product(s);
 - (b) Entrants must ensure they receive a proof of purchase receipt for their Qualifying Spend; and
 - (c) pay for the Qualifying Spend in full.

An “**Eligible Product**” is any product from the GWA Group Limited product range, which includes the following brands: Caroma, Dorf, Clark, Stylus and Fowler.

*Not to be used in conjunction with any other offer.

8. An Entrant will receive one (1) scratch card for every \$100 spent on Eligible Products. For example, if an Entrant has spent \$550 on Eligible Products in a single transaction at a Participating Store, they will receive five (5) scratch cards. A limit of ten (10) scratch cards per account per day applies.
9. Upon payment of the Qualifying Spend, Entrants will be handed the scratch card(s) by a member of Participating Store staff, whilst stocks of scratch cards last at that Participating Store. In the event the scratch card(s) is not automatically handed to them, it is the Entrant’s responsibility to request them at point of sale. Any requests for a scratch card made at a later date will not be accepted.
10. Entrants must scratch their scratch card(s) to reveal whether or not they have won an instant win prize. There will be nine (9) scratch panels on each scratch card. Entrants must have

three (3) matching symbols on the one (1) scratch card after all nine (9) panels on that scratch card have been scratched to receive an instant win prize. The instant win prize to be awarded will be indicated by the three (3) matching symbols.

11. The total prize pool value is \$21,674.70 and all prizes from the prize pool will be distributed. The instant win prizes for the Promotion are:

Quantity Available To Be Won	Instant Prize	Individual Prize Value
2	\$5,000 EFTPOS Gift Card	\$5,000
5	\$1,000 EFTPOS Gift Card	\$1,000
7	Dorf Viridian Sink Mixer Black	\$261.90
7	Clark Cross Basin Set	\$125
7	Clark Round Pin Basin Mixer Chrome	\$99
7	Caroma Contemporary Luna Towel Hand Rail	\$77
20	Christmas Hamper – promotional code to the value of \$50	\$50
7	Clark Round Metal Shelf Chrome	\$48
7	Caroma Contemporary Luna Toilet Roll Holder	\$46.20
7	Clark Round Toilet Roll Holder	\$25
30	\$20 EFTPOS Gift Card	\$20
30	\$10 EFTPOS Gift Card	\$10

12. **Winners of an instant win prize** must then visit the prize claim page at www.caroma.com.au/tradelinkscratchnwin, enter the requested details (including their full name, email address, telephone number, postal address and the unique code found on the scratch card and their sales order number used at Tradelink at time of purchase) and submit the fully completed claim form. Upon submitting their claim form, Entrants will receive a message on screen to confirm the prize that they have won and the fulfilment details.
13. Entrants who are winners of an instant win prize must claim their instant win prize by following the steps in clause 12 above by no later than 11:59pm AEDT on 30/03/2019.
14. All winners of an instant win prize will have their name published online at www.caroma.com.au/tradelinkscratchnwin on 31/03/2019.
15. **Entrants who are eligible to receive a bonus scratch card** must, during the Promotional Period, present their winning scratch card to a member of staff at a Participating Store to receive their bonus scratch card (i.e. another scratch card). Bonus scratch cards are available while stocks last. If a bonus scratch card is unavailable (including where stock at that Participating Store has run out), the Entrant will not be entitled to any substitute prize.
16. **Non-winners can enter the second chance prize draw** (being the unclaimed prize draw) by visiting www.caroma.com.au/tradelinkscratchnwin, following the prompts to the prize claim page, entering the requested details (including their full name, email address, telephone number, postal address and the unique code found on the scratch card and their sales order number used at Tradelink at time of purchase) and submitting the fully completed claim form. Upon submitting their claim form, Entrants will receive a message on screen to confirm that they have been entered into the second chance draw.
17. All entries for the second chance prize draw must be received by 11:59pm AEDT on 30/03/2019.
18. The second chance prize draw (if any) will take place at Greeneagle; Unit 5, 9 Fitzpatrick Street, Revesby NSW 2212 on 02/04/2019 at 10am AEDT, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of

the draw and their names will be published online at www.caroma.com.au/tradelinkscratchnwin from 4/04/2019.

19. Entrants must retain either their original OR a copy of their proof of purchase receipt(s) for all entries in the Promotion. Failure to produce the proof of purchase 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. Proof of purchase receipt(s) must clearly specify the Participating Store of purchase and that the purchase was made during the Promotional Period.
20. 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.
21. Incomplete or indecipherable entries will be deemed invalid. Incomplete or cancelled purchases will be deemed invalid. If an Eligible Product is returned to the Participating Store or any other Tradelink store, and the items have not failed to meet consumer guarantees under the Australian Consumer Law, the scratch card(s) must also be returned at the same time if the return is greater than \$100 (including GST). Entrants must not claim a prize for any such returned Eligible Product and any such claims will be deemed invalid and rejected.
22. 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.
23. The Promoter's decision is final and no correspondence will be entered into.
24. The instant win prizes, or any unused portion of a prize, are not transferable, exchangeable or redeemable for cash. The sharing of instant win prizes is not permitted. If an instant win prize is unavailable for any reason the Promoter, in its sole discretion, reserves the right to substitute the instant win prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
25. Any ancillary costs associated with redeeming a EFTPOS Gift Card are not included. Any unused balance of the EFTPOS Gift Card will not be awarded as cash. Redemption of the EFTPOS Gift Card is subject to any terms and conditions of the issuer including those specified on the EFTPOS Gift Card.
26. The standard terms and conditions of sale of Tradelink Pty Ltd apply to all Eligible Product purchased by an Entrant.
27. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and it will become part of the second chance prize draw.
28. Entrants consent to both the Promoter and Tradelink Pty Ltd 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 or Tradelink Pty Ltd.
29. 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.

30. Any cost associated with accessing the promotional website to claim a prize or otherwise is the Entrant's sole responsibility and is dependent on the Internet service provider used.
31. Printing and other quality control errors outside the control of the Entrant will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw. Instant win game materials are void if stolen, forged, mutilated or tampered with in any way. There will be a total of 63,800 instant win scratch cards printed for this Promotion.
32. The Promoter makes no representation or warranty to an Entrant as to the quality of prizes provided by 3rd party suppliers of goods and services forming part of the Promotion. The 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 prizes or their merchantability, quality, quantity, fitness or suitability for any purpose.
33. Each Entrant claims and uses a prize at their own risk.
34. To the maximum extent permitted by law, the Promoter and Tradelink Pty Ltd accept no liability of any nature in relation to the Promotion or its prizes.
35. To the maximum extent permitted by law, an Entrant agrees to release, indemnify and keep indemnified the Promoter and Tradelink Pty Ltd (including its respective officers, employees and agents) from and against all liability arising from or in connection with the Promotion or use of a prize whether in contract, tort (including negligence), equity, under statute or otherwise including without limitation any personal injury, death, loss, damage or third party property damage, whether direct or indirect, incurred, suffered, sustained or caused by the Entrant or any (a) technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) theft, unauthorised access or third party interference; (c) application to claim a prize 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) tax liability incurred by an Entrant; (e) loss arising due to the use or claim of a prize; or (f) personal injury suffered or sustained in connection with use of a prize.
36. 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 Tradelink Pty Ltd, agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI and the Entrant consenting to it being disclosed to these 3rd parties. The Promoter will also use and treat PI as set out in its Privacy Policy, which can be viewed at <https://www.caroma.com.au/privacy> 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.
37. By entering the Promotion, an Entrant expressly consents to Tradelink Pty Ltd being disclosed PI collected as part of the Promotion and to Tradelink Pty Ltd using the PI for promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the Entrant. Tradelink Pty Ltd will use and treat PI as set out in its Privacy Policy, which can be viewed at <http://tradelink.com.au/retail/legal/privacy-policy>.

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