

**“TRADELINK AND CAROMA INDUSTRIES LTD  
CHANCE TO WIN A MILLION” PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. 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, who are available to travel on the dates specified below to take the major prize if drawn as a winner (each an “Entrant”). 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.
3. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter. 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 1<sup>st</sup> cousin.
4. Promotion commences on 04/03/2019 at 12:01am AEDT and closes at 11:59pm AEDT on 18/05/2019 (“**Promotional Period**”).
5. To enter, entrants must complete the following steps during the Promotional Period:
  - a) Spend \$100.00 (including GST) or more on Eligible Products (as defined below) in a single transaction (“Qualifying Transaction”);
  - b) Ensure that they receive a proof of purchase receipt for their Qualifying Spend; and
  - c) Visit [www.tradelink.com.au/winamillion](http://www.tradelink.com.au/winamillion) follow the prompts to the promotion entry page, input the requested details (full name, email address, mobile number, Account Number (as per sales invoice) and Invoice/SO Number (as per sales invoice)) and submit the fully completed entry form.

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

6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction, regardless of the amount spent on Eligible Products in excess of \$100.00 (including GST) in that Qualifying Transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.

7. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries 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. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.
8. 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.
9. Incomplete, indecipherable, or illegible entries will be deemed invalid.
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. There will be eleven (11) minor prize draws (1 for each week of the Promotional Period) and (1) major prize draw. Entries close for each minor prize draw at 11:59pm AEST each Saturday from 09/03/2019 to 18/05/2019 inclusive. The minor prize draws will take place at Anisimoff Legal, Suite 5 Erina Plaza 210 The Central Coast Highway Erina NSW 2250 at 2.00pm AEDST each Wednesday from 13/03/2019 to 22/05/2019 inclusive. Undrawn entries in each minor prize draw will be entered into subsequent minor prize draws and all entries will be entered into the major prize draw.
12. The major draw will take place at Anisimoff Legal, Suite 5 Erina Plaza 210 The Central Coast Highway Erina NSW 2250 on 22/05/2019 at 10.00am AEST, in the presence of an independent scrutineer.
13. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or illegible entrant is drawn.
14. All winners will be notified by telephone or email within two (2) business days of the draw and their names will be published on [www.tradelink.com.au/winamillion](http://www.tradelink.com.au/winamillion) from 24/05/2019.
15. The Promoter's decision is final, and no correspondence will be entered into.
16. The first valid entry drawn in each minor prize draw will each win a \$200 pre-paid EFTPOS card.

17. Any ancillary costs associated with redeeming any EFTPOS card are not included. Any unused balance of the card will not be awarded as cash. Redemption of the card is subject to any terms and conditions of the issuer including those specified on the card.
18. The first valid entry drawn for the major draw will win that entrant (the “**Participant**”) the opportunity to play a contingency game (the “**Game**”) for the chance to win \$1,000,000.
19. The Game will take place Caroma on Collins, 39 Collins Street Alexandria 2015 Sydney NSW on 07/06/2019 at 4.00PM AEST. In order to participate in the Game, the drawn Participant resides outside of NSW, he/she will receive two (2) return economy airfares from his/her nearest capital city in Australia to Sydney, NSW and return airport transfers. In addition, the drawn Participant will be awarded two (2) nights 4 star twin share accommodation in Sydney, NSW including breakfast daily, dinner for 2 at Café Sydney to the value of \$200, and Bridge Climb experience for two (2) of the Harbour Bridge. The total value of the travel components to be awarded to the drawn Participant is up to \$3,400 depending on point of departure. For the avoidance of doubt, if the drawn Participant resides within NSW, the Participant will be responsible for transport to and from the Game but will still be awarded the prizes outlined above, save for the flights and transfers. Spending money, meals, taxes (excluding airline and airport taxes), insurance, items of a personal nature (including but not limited to in-room charges) and all other ancillary costs are not included. Travel component will be subject to the terms and conditions of individual service providers. Participant may be required to present a credit card at the time of accommodation check in. Frequent Flyer points will not be accrued. If the Participant accepts the prize but fails to attend the Game and Promoter is unable to locate or contact the Participant before the start of the Game, a representative of the Promoter may play the Game on the Participant’s behalf.
20. There will be twenty-five (25) toilets at the start of the Game, each numbered one (1) through to twenty-five (25) which correspond to twenty-five (25) numbered security envelopes. Each numbered envelope contains a symbol. Two (2) envelopes will contain winning symbols (“Winning Symbols”) and the remaining twenty-three (23) envelopes will contain non-winning symbols.
21. Prior to the Game, an independent Loss Adjustor will randomly insert into two (2) of the twenty-five (25) numbered envelopes the Winning Symbols which must be located in order to win the Game. The numbered envelopes containing the Winning Symbols will be placed in a further envelope (“Control Envelope”) for verification purposes, as detailed below.

The Participant//representative (“**Attendee**”) must choose two (2) numbered toilets. The Promoter will then open the corresponding numbered envelopes to reveal the Winning or non-winning symbols. The Attendee must not touch, handle or interfere in any way with the game materials on display including

the sealed envelope or the Attendee's chosen toilets. If the Attendee is found to have breached this condition, he/she will be disqualified.

If the chosen numbered envelopes contain two (2) Winning Symbols, then subject to the verification by the judges, the drawn Participant will win \$1,000,000. If the chosen numbered envelopes contain one (1) Winning Symbol and one (1) non-winning symbol, then subject to the verification by the judges the drawn Participant will win \$5,000. If the chosen numbered envelopes do not contain any Winning Symbols, subject to verification by the judges the drawn Participant will win \$1,000. Only one (1) prize of either \$1,000,000, \$5,000 or \$1,000 will be awarded to the Participant, depending on their result in the Game. If for example a Participant wins the \$5,000 prize in the Game, then the \$1,000 and \$1,000,000 prizes will NOT be awarded. The prize will be awarded as EFT Transfer within 15 business days of the Game.

22. A Loss Adjustor must be present at the Game to ensure the Game is conducted as per these Terms and Conditions.
  - If either the \$1,000,000 prize or \$5,000 prize is selected, the Loss Adjuster must remove all envelopes and takes them back for validation of the prize claim.
  - If the \$1,000,000 prize or \$5,000 prize is not selected, the Loss Adjuster must open the Control Envelope which reveals the numbers of the envelopes that contain the two Winning Symbols inside.
  - The Promoter or Loss Adjuster must then open the winning envelopes to show the Participant and any guests that the \$1,000,000 was available to be won and that the mechanic is fair and secure.
23. The drawn Participant's odds of winning the \$1,000,000 prize are 1 in 300. The odds of being drawn as a Participant may be significantly higher than the odds of the drawn Participant winning the major prize and will depend upon the number of entries received.
24. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
25. 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, subject to any written directions from a regulatory authority.
26. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
27. Total prize pool value is up to \$1,005,600.

28. A draw for the opportunity to play the Game if unclaimed by the initial winner, may take place on 31/05/2019 the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, will be notified by phone and email within (2) business days of the draw and their name will be published on [www.tradelink.com.au/winamillion](http://www.tradelink.com.au/winamillion) from 03/06/2019.
29. 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.
30. 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.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. 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, as well as any other implied warranties under the ASIC Act 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.
33. As a condition of accepting the prize, the winner his/her companion must 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. 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 Game is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking of or use of a prize.

34. 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 3<sup>rd</sup> 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.
35. The Promoter is 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").

NSW Permits LT/19/31669, ACT Permits TP19/02623, SA Permit T18/133.