

**TRADELINK PTY LTD**

**Terms & Conditions**

<b>Schedule</b>	
<b>Promotion</b>	Tradelink – WIN THE ULTIMATE FOOTY GRAND FINAL WEEKEND
<b>Promoter</b>	Tradelink Pty Limited (ABN 29 000 003 832) trading as Tradelink Plumbing Centres (“ <b>Tradelink</b> ”), a member of the Fletcher Building Group of companies, located at 1051 Nudgee Road, Banyo Qld 4014.
<b>Promotional Period</b>	<b>Start Date:</b> 01/08/18 06:00am AEST <b>End Date:</b> 31/08/18 11:59pm AEST
<b>Promotion Type</b>	Game of skill
<b>Eligible Entrants</b>	Entry is open to customers with a valid Tradelink trade account that are residents of Australia and over the age of 18 years old as at the last day of the Promotional Period.
<b>How to Enter</b>	To receive one (1) entry in the Promotion, an Eligible Entrant must during the Promotional Period:  a) spend \$3,000 or more (ex GST) in one transaction on any Rinnai or Caroma product at any participating Tradelink branch in Australia (“ <b>Qualifying Purchase</b> ”); and  b) visit <a href="http://tradelink.com.au/ultimate-footy-weekend">http://tradelink.com.au/ultimate-footy-weekend</a> using a compatible browser and fully complete and submit the entry form online providing all details requested (including personal details and transaction details) and tell us in 20 words or less why you love footy.  (“ <b>Eligible Entry</b> ”)
<b>Number of Entries</b>	One (1) entry will be permitted for every Qualifying Purchase. No limits apply to the number of Qualifying Purchases.
<b>Judging Criteria and Selection of Winners</b>	The judging for Eligible Entries will take place at Tradelink located 1051 Nudgee Road, Banyo, Qld, 4014 on 07/09/18. This Promotion is a game of skill and chance plays no part in determining the winners. The two (2) winners will be determined by the judges from all Eligible Entries received during the Promotional Period. Each valid Eligible Entry will be individually judged on the basis of the Eligible Entrant who demonstrates the most passion for football (either Australian Rules or Rugby League or both) as evidenced by the 20 word or less statement in the entry. The two (2) best valid entries as determined by the judges will win a prize. The judges may select reserve entries which they determine to be the next best and record them in the order judged in case of an invalid entry or ineligible entrant (“ <b>Reserve Entries</b> ”). The judges’ decision will be final and no correspondence will be entered into.
<b>Notification of Winners</b>	The winners will be notified by phone and in writing by email to their nominated email address within two (2) business days of the selection of winners. The name of the winners will also be published on the Tradelink website banner “The Winner: surname, initial and state of residence” by 5pm on 14/09/18.

<p><b>Prize Description</b></p>	<p>There are two (2) prizes and each winner will win a trip for the winner and one (1) travel companion to the AFL Grand Final and the NRL Grand Final.</p> <p>Each prize comprises the following:</p> <p>a) economy airfares for 2 people (to a maximum value of A\$4,000):</p> <ul style="list-style-type: none"> <li>• from the winner's nearest Australian capital city to Melbourne (only provided if the winner resides outside of Victoria) on 29 September 2018. If the winner resides in Victoria, then the prize does not include these airfares and this airfare component of the prize is not redeemable for cash;</li> <li>• from Melbourne to Sydney on 30 September 2018;</li> <li>• from Sydney to the winner's point of origin (only provided if the winner resides outside of NSW) on 1 October 2018. If the winner resides in NSW, then the prize does not include these airfares and this airfare component of the prize is not redeemable for cash;</li> </ul> <p>b) one (1) night accommodation in Melbourne on 29 September 2018 including breakfast for 2 people (to a maximum value of A\$1,000);</p> <p>c) one (1) night accommodation in Sydney on 30 September 2018 including breakfast for 2 people (to a maximum value of A\$1,000);</p> <p>d) corporate box tickets which includes food and drinks for 2 people to the AFL Grand Final on 29 September 2018 (to a maximum value of A\$7,700); and</p> <p>e) corporate box tickets which includes food and drinks for 2 people to the NRL Grand Final on 30 September 2018 (to a maximum value of A\$3,080).</p>
<p><b>Total Prize Pool</b></p>	<p>Up to A\$33,600 (Inc GST)</p>
<p><b>Prize Conditions</b></p>	<p>Tradelink will contact the winners to arrange flights, accommodation and corporate entertainment costs (food and drinks at both corporate suites). The prize does not include any transfers, spending money, merchandise, insurance, items of a personal nature, in-room charges or any other ancillary costs. Frequent flyer points will not form part of the prize. The prize is subject to the standard terms and conditions of the individual prize and service providers. The winner may be required to present their credit card at the time of accommodation check in. All aspects of the prize (including travel and accommodation) are for two (2) people travelling together at all times. If the winner selects a travel companion under the age of 18 years, the winner agrees to act as the guardian of their travel companion for the duration of the trip. All components of the prize must be taken together as a single trip and once booked, no changes can be made. The Promoter requires the winner to obtain travel insurance for themselves and their travel companion valid for interstate travel (if applicable). The winner must provide evidence of this travel insurance to the Promoter prior to travel. The prize is not transferable or exchangeable and cannot be taken as cash. The Prize must be taken as offered and cannot be varied.</p>
<p><b>Unclaimed Prize</b></p>	<p>If an ineligible entrant or invalid entry is judged as a winner or if a winner does not claim their prize by 2:30pm AEST on 12/09/18, a winner will be determined from the Reserve Entries. The winner from the Reserve Entries, if any, will be notified by telephone and email within two (2) business days of the winner being determined. The unclaimed prize winner, if any, must claim their prize by the time reasonably specified by the Promoter at the time of winner notification.</p>

## General Conditions

1. Details in the Schedule above and the following clauses collectively form the terms and conditions of this Promotion ("**Terms and Conditions**"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. Eligible Entrants must be within the Promoter's trading terms to be eligible to claim a prize. Eligible Entrants must pay for the Qualifying Purchase in full by 31/08/18. Further, an Eligible Entrant will not, in any circumstance, be able to claim a prize while they have an overdue account owing to the Promoter.
3. Employees (and their immediate families) of the Promoter 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. Eligible Entrants must retain their original purchase receipt for a Qualifying Purchase as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of all of an Eligible Entrant's entries and forfeiture of any right to a prize. The purchase receipt must clearly specify the Tradelink store of purchase and that the purchase was made during the Promotional Period.
5. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age, place of residence and purchase records) and reserves the right, in its sole discretion, to disqualify any Eligible Entrant 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.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
8. Multiple entries are permitted provided that each entry:
  - (a) is submitted separately and in accordance with the entry requirements; and
  - (b) is substantially unique.
9. The Promoter's decision is final and no correspondence will be entered into.
10. If for any reason a winner does not take the prize (or an element of the prize), then the prize (or that element of the prize) will be forfeited.
11. The prize must be taken as offered and may not be varied unless otherwise agreed with the Promoter. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. If the prize (or part of the prize) is unavailable, the Promoter reserves the right in its discretion 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. The prize cannot be (in whole or in part) sold, auctioned, raffled or used for fundraising or promotion. If the prize is sold or used in breach of these Terms and Conditions, the Promoter may cancel all or any part of the prize.
12. All entries become the property of the Promoter. Each entry must be the Eligible Entrant's original work and Eligible Entrant's agree that the Promoter may make copies of or publish their entry in any form or media. Eligible Entrants warrant that their entry is not, and its use by the Promoter will not be, in breach of any person's intellectual property rights or any other rights.
13. Eligible 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.
14. 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.

15. 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 2010* (Cth), 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.
  16. 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) any tax liability incurred by a winner or entrant; or (f) taking or use of and/or participation in a prize.
  17. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion.
  18. 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 agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.tradelink.com.au/trade/legal/privacy-policy](http://www.tradelink.com.au/trade/legal/privacy-policy). 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.
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