

TRADELINK PTY LTD

Terms & Conditions

Schedule	
Promotion	Tradelink – WIN A TRIP TO CHINA
Promoter	Tradelink Pty Limited (ABN 29 000 003 832) trading as Tradelink Plumbing Centres (“ Tradelink ”), a member of the Fletcher Building Group of companies, located at 1051 Nudgee Road, Banyo Qld 4014.
Promotional Period	Start Date: 01/04/19 06:00am AEST End Date: 31/05/19 11:59pm AEST
Promotion Type	Game of chance
Eligible Entrants	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.
How to Enter	<p>To receive one (1) entry in the Promotion, an Eligible Entrant must during the Promotional Period:</p> <p>a) spend \$100 or more (ex GST) in one transaction of any TradePex product at any participating Tradelink branch in Australia (“Qualifying Purchase”); or</p> <p>To receive three (3) entries in the Promotion, an Eligible Entrant must during the Promotional Period:</p> <p>a) spend \$100 or more (ex GST) in one transaction of TradePex product which includes a TradePex Ball Valve at any participating Tradelink branch in Australia (“Qualifying Purchase”)</p>
Number of Entries	One (1) entry will be permitted for every Qualifying Purchase. No limits apply to the number of Qualifying Purchases.
Selection of Winners	<p>The prize draw of six (6) Trips to China will take place at Tradelink Pty Limited (ABN 29 000 003 832) trading as Tradelink Plumbing Centres (“Tradelink”), a member of the Fletcher Building Group of companies, located at 1051 Nudgee Road, Banyo Qld 4014 on 5/6/2019 at 10.00am AEST, in the presence of an independent scrutineer.</p> <p>The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p> <p>All winners six (6) 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/trade from 7/6/2019.</p> <p>The Promoter’s decision is final, and no correspondence will be entered into.</p>
Notification of Winners	The winners will be notified by phone and in writing by email to their nominated email address that is registered to their Trade Account 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 7/6/18.

Prize Description	<p>There are six (6) prizes and each winner will win a trip for one (1) to China.</p> <p>Each prize comprises the following:</p> <p>a) economy airfares for one (1) person (to a maximum value of AUD\$2,000):</p> <ul style="list-style-type: none"> • from the winner's nearest Australian capital city to Shanghai, China on the 15th September 2019. • from Shanghai, China to the winner's nearest capital city on the 20th September 2019. <p>b) five (5) night's accommodation in Shanghai, China from 15 September 2019 to 19 September including breakfast for one (1) person (to a maximum value of AUD\$1,000);</p> <p>c) all meals for the duration of the trip between the 15 September to 20 September 2019 (to a maximum value of AUD\$500)</p> <p>d) sightseeing in Shanghai and Great Wall (to a maximum value of AUD\$500).</p>
Total Prize Pool	Up to AUD\$5,000
Prize Conditions	<p>Tradelink will contact the winners to arrange visa's, flights and accommodation. The winner must have a valid passport to travel overseas between the 15th and 20th September 2019. The prize does not include any spending money, 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 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 one (1) person at all times. All components of the prize must be taken together as a single trip and once booked, no changes can be made.</p> <p>The Promoter requires the winner to obtain travel insurance for themselves valid for international 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>
Unclaimed Prize	<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 14/6/18, a winner will be drawn 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 in accordance with their trading terms. 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 1st 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. 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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