

“WIN A UTE” 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. The promoter is 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 (“**Promoter**”).
3. Entry is only open to businesses operating within Australia that have a trade account with Tradelink (each an “**Eligible Business**”) and/or residents of Australia aged 18 years or over (each an “**Eligible Individual**”). Eligible Businesses and Eligible Individuals will be collectively referred to as (“**Eligible Entrants**”) where relevant.
4. Eligible Businesses must be within the Promoter’s trading terms to be eligible to claim a prize. Further, an Eligible Entrant will not, in any circumstance, be able to claim a prize while they have an overdue account owing to Tradelink.
5. 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.
6. Entries into the promotion open on 6.00am AEST 11/07/2018 and close at 11:59pm AEST on 31/08/2018 (“**Promotional Period**”).
7. To be eligible to enter, Eligible Entrants must spend a minimum of \$500 (including GST) on any GWA products from Tradelink in each calendar month of the Promotional Period (being a minimum of \$500 in July and a minimum of \$500 in August (“**Qualifying Spend**”). Once an Eligible Entrant has made a Qualifying Spend the Promoter will award one (1) automatic entry into the draw for each \$100 (including GST) spent during the Promotional Period. For example, if an Eligible Entrant spends \$500 (including GST) in the month of July (commencing from 11/07/2018) and \$500 (including GST) in the month of August, the Eligible Entrant will be awarded a total of ten (10) entries into the draw. If an Eligible Entrant spends \$1,000 (including GST) in the month of July (commencing from 11/07/2018) and \$500 (including GST) in the month of August, the Eligible Entrant will be awarded a total of fifteen (15) entries into the draw.
8. Eligible Entrants must retain their original purchase receipt(s) contributing to a Qualifying Spend 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. Purchase receipt(s) must clearly specify the Tradelink store of purchase and that the purchase was made during the Promotional Period.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Individual’s identity, age and place of residence and an Eligible Business’s 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.

10. Incomplete or cancelled orders will be deemed invalid.
11. 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.
12. The random prize draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 07/09/2018 at 12:00pm (noon) AEST. The Promoter may draw additional reserve entries and record them (in order) in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing via email and phone within two (2) business days of the draw. The winner's name will be announced in The Australian on 12/09/2018. The Promoter may also announce the winner's details on their social media platforms including but not limited to Facebook facebook.com/TradelinkPlumbingCentres/ and [Instagram instagram.com/tradelinkaustralia/](https://instagram.com/tradelinkaustralia/) and on their internal intranet The HUB.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win a 2018 Toyota Hilux UTE Dual Cab with **automatic** transmission. Total prize value is up to AU\$35,000 including registration for a period of 6 months, compulsory third party insurance for a period of 6 months, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest authorised Toyota dealership.
15. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes 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 (or a representative of the winner) may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
16. In the event the winner is an Eligible Business, the prize will be awarded to the owner/manager of the respective winning business.
17. Subject to the unclaimed prize draw clause, if for any reason the winner does not redeem the prize by the time stipulated by the Promoter (i.e. 10/12/2018), then the prize will be forfeited.
18. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

19. Total prize pool value is up to \$35,000. The prize is not transferable or exchangeable and cannot be taken as cash.
20. If the prize is unclaimed, a prize draw will take place on 10/12/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. If a winner is drawn, they will be notified in writing via email and by phone within two (2) business days of the draw. Their name will be announced in The Australian on 17/12/2018.
21. 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.
22. 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.
23. 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.
24. 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) use of the prize.
25. 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, including but not limited to a legal release and indemnity form.
26. 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 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. The Promoter will not disclose PI to any entity outside of Australia.

NSW Permit No. LTPS/18/25890. ACT Permit No. TP18/01240. SA Permit No. T18/1127