

## **B&D Australia's "THE A TO Z OF B&D" PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or older.
3. Employees (and their immediate families) of the Promoter, participating dealers 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. Entries into the promotion open on 15/07/19 and close at 11:59pm AEST on 13/09/19 ("Promotional Period").
5. To be eligible to enter, individuals must purchase any one (1) B&D Roll-a-Door (B&D Product Codes R1D, R2L, R2W, R3W, R1N), B&D Panelift Door (B&D Product Code PFT), B&D Panelift Icon Door (B&D Product Code PFI) or B&D Design-A-Door (B&D Product Codes P7, P7D, P7FZ, P7FC, P7P, P7A, P7X, P7C, P7CB, P7S) from a participating dealer during the Promotional Period ("Qualifying Purchase"). This includes when the above-listed products are purchased as part of a 'Smart Door Solutions' bundle (each an "Eligible Product").
6. To enter, eligible entrants must then visit [www.azbnd.com.au](http://www.azbnd.com.au) follow the prompts to the promotion entry page, input the requested details including first name, last name, contact number, email address, postal address, participating dealer where the Qualifying Purchase was made, upload a copy of their purchase receipt and submit the fully completed entry form during the Promotional Period.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Eligible Product purchased; and (b) each entry must be submitted separately and in accordance with entry requirements.
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. Entrants must retain their original or a copy of their 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 dealer of purchase and that the Qualifying Purchase was made during the Promotional Period but prior to entry.
10. Incomplete, indecipherable, or illegible entries will be deemed invalid.

11. 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.
12. There will be eight (8) draws conducted for this promotion, Entries close for each draw at 11:59pm AEST on the dates specified in the table below. All draws will take place at Zinc Group Pty Ltd, Level 4, 48 Chippen Street, Chippendale, NSW, 2008 at 10am on the dates specified in the table below. All times indicated are AEST/AEDST unless specified otherwise. Un-drawn entries in each draw will be entered into any subsequent draws. Winners will be notified by email and telephone within two (2) business days of the draw and published on <https://www.facebook.com/BnDGarageDoors/> on the dates specified in the table below.

<b>Draw</b>	<b>Entries close</b>	<b>Draw date/time</b>	<b>Publication date</b>
1	26/07/19	10 am 30/07/19	27/08/19
2	02/08/19	10 am 06/08/19	27/08/19
3	09/08/19	10 am 13/08/19	27/08/19
4	16/08/19	10 am 20/08/19	27/08/19
5	23/08/19	10 am 27/08/19	24/09/19
6	30/08/19	10 am 03/09/19	24/09/19
7	06/09/19	10 am 10/09/19	24/09/19
8	13/09/19	10 am 17/09/19	24/09/19

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn in each draw will each win a \$5,000 Gift Card ("Gift Card"). The winner can choose the type of Gift Card to be redeemed exclusively at any of the following businesses.
- Prepaid Visa
  - Bunnings
  - Harvey Norman
  - Freedom
  - Flight Centre
  - JB HiFi
15. Any ancillary costs associated with redeeming the Gift Card are not included. Any unused balance of the Gift Voucher will not be awarded as cash. Redemption of the Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.
17. If any 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.
18. Total prize pool value is up to \$40,000.
19. Prizes are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
20. An unclaimed prize draw may take place on 17/12/19 at 10am AEDST at the same place as the original draw, subject to any directions from a regulatory authority, to award the prize, if unclaimed by this time. The winner will be notified by email and telephone within two (2)

business days of the draw and their name will be published on <https://www.facebook.com/BnDGarageDoors/> by 19/12/19.

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. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
24. 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.
25. 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 a prize.
26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such personal information 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 personal information. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the Promoter's privacy policy can be viewed at [www.bnd.com.au/privacy-policy/](http://www.bnd.com.au/privacy-policy/). To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.
27. The Promoter is B&D Australia Pty Limited (ABN 25 010 473 971) of 34 – 36 Marigold St, Revesby, NSW 2212, Australia, telephone 13 62 63