BUNNINGS TRADE WOMEN IN APPRENTICESHIPS – ENTER FOR YOUR CHANCE TO WIN ONE OF TEN APPRENTICE AND TEN EMPLOYER PRIZES WITH \$120,000 IN PRIZES TO BE WON ("Promotion")

TERMS AND CONDITIONS

- 1. Information on how to enter and prize details form part of these Terms and Conditions. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
- 2. The promoter is BUNNINGS GROUP LIMITED (ABN 26 008 672 179) of Building 3, 570 Swan Street, Burnley, VIC, 3121, telephone number 03 8831 9777 ("**Promoter**").
- 3. Entry is only open to businesses located in Australia.
- 4. Directors, management and the employees of the Promoter, retailers and suppliers associated with this Promotion and the immediate family members of those individuals are ineligible to enter. Immediate family means any of the following: spouse, child, parent, grandparent, brother or sister.
- 5. The Promotion will commence on 08/03/2024 and final entries close at 11:59pm AEST on 05/04/2024 ("**Promotional Period**").
- 6. By participating in this Promotion, Entrants consent to receiving marketing material and communications in relation to this Promotion.
- 7. To be eligible to enter, an Eligible Apprentice must be an Australian resident aged sixteen (16) years and over, identifying as female, who is currently completing a construction or traditional trade apprenticeship, or has recently graduated in the last twelve (12) months or at the latest date of 31/03/23. Eligible Apprentices do not need to have an existing Bunnings PowerPass account ("PowerPass Account") to enter the game of skill.
- 8. To be eligible to enter, an Eligible Business must be located in Australia and either have an existing Cash, Credit or 30-day Credit Bunnings PowerPass commercial account ("PowerPass Account") as at 06/03/2023 or must sign up for a PowerPass Account during the Promotional Period and prior to entry. Eligible Businesses must not have an overdue balance owing at the judging date of 21/04/24 to be eligible to claim the prize.
- 9. To be eligible to enter, an authorised representative of an Eligible Business or the Eligible Apprentice must, during the Promotional Period, visit trade.bunnings.com.au/women-in-apprenticeships or scan the QR code on advertising materials to follow the prompts to the registration page, input the requested details (including the Eligible Apprentice' full name, a valid email address and mobile number, and the Eligible Business' company name, a valid email address and mobile number), submit a two hundred (200) word essay that demonstrates the Eligible Apprentice's passion for their trade and describes their role and experience in the industry, and agree to the Terms and Conditions by ticking the relevant tick box ("Registration"). Registration may only be completed once for each Eligible Apprentice. Eligible Business' may nominate more than one Eligible Apprentice, but each entry must relate to an individual Eligible Apprentice and only one entry per Eligible Apprentice is permitted.
- 10. The Promoter reserves the right, at any time, to verify the validity of entries, authorised representatives and Eligible Apprentices and Eligible Businesses (including an authorised representative's age and place of employment) and reserves the right, in its sole discretion, to disqualify any individual or Eligible Business 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 will 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.

- 11. If there is a dispute as to the identity of an authorised Eligible Apprentice and/or Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the representative and/or Eligible Business.
- 12. This is a game of skill and chance plays no part in determining the winner. The location of the judging is at the Promoter's offices, Building 3, 570 Swan Street, Burnley, VIC, 3121. The judging panel appointed by the Promoter will begin the judging at 11:00am AEST on 8/03/2024. The Promoter may judge additional reserve entries and record them in order in case of an unclaimed or invalid entry. The winning Eligible Apprentice will be notified in writing and by telephone within two (2) business days of the draw and their name and the associated Eligible Business will be published online at http://trade.bunnings.com.au/ from 30/04/2024.
- The best ten (10) entries as determined by the judges will be deemed the prize winners. Ten (10) women apprentices will receive an Apprentice Support Pack worth approximately \$10,500 each. Each prize pack will contain Bunnings Gift Cards valued at \$5,000, a \$1,500 Hard Yakka gift card to redeem Hard Yakka merchandise and workwear, a \$1,000 Irwin product pack, a \$998 AEG kit, \$1023 Kincrome product pack, \$506 Full Boar product pack, \$232 Johnson product pack, \$175 NWS product pack, \$107 Vaughan product pack and a Mentorship and 12-month membership with The National Association of Women in Construction (NAWIC) valued at \$35 for Apprentice Membership, and with varying State/Territory costs for the Membership program (ACT \$195/ NSW \$199/ QLD Free/ SA\$150/ VIC\$50/ WA\$990).
- 13. For each Eligible Apprentice Prize Winner there is an associated Employer Prize Pack worth \$1,500. The associated ten (10) Eligible Business nominees will win Bunnings Gift Cards valued at \$1,000, and a \$500 Hard Yakka gift card to redeem Hard Yakka merchandise and workwear.
- 14. The Employer Prize Pack will be awarded to the owner of the winning Eligible Business who may, in their absolute discretion, allocate the prize to any employee of that Eligible Business.
- 15. Prize is subject to the standard terms and conditions of individual prize and service providers. Gift cards are non-transferable and cannot be redeemed for cash. Full terms and conditions for the gift cards can be found at https://www.bunnings.com.au/terms-conditions/online-gift-cards and https://www.hardyakka.com/au/gift-certificate-purchase.
- 16. The Promoter will organize the prizes for collection at the winners local Bunnings store. Strictly one prize per Eligible Apprentice winner and Eligible Business. Only once all handover requirements have been fulfilled, will the winner be able to collect the prize. The Prize Supplier will not be responsible or liable for any loss, damage or injury suffered by any winner as a result of accepting and/or using the prize, to the full extent permitted by law. This includes but is not limited to any tax implications arising from the prize.
- 17. The Promoter's decision is final and no correspondence will be entered into.
- 18. If any part of the prize is unavailable for any reason, the Promoter reserves the right to substitute another of equal or greater value, subject to any directions from a regulatory authority.
- 19. Total prize pool value is up to \$120,760 including GST. The values are the recommended retail value and are correct as at 1st Feb 2024. The prize is not transferable or exchangeable and cannot be taken as cash.
- 20. Subject to clause 22 and 23 below, if for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 21. If the prize/s remain unclaimed by 10:00am AEST on 25/07/2024, re-draw may take place at 10:00am AEST on 07/08/2024 at the same place as the original draw, subject to any written directions from a regulatory authority. In the case of a winner, they will be notified in writing and by telephone within two

- (2) business days of the re-draw and the name of the winning Eligible Apprentice and Eligible Business will be published online at http://trade.bunnings.com.au from 16/08/2024.
- 22. As a condition of accepting the prize, the winner consents to the Promoter and NAWIC using the winning Eligible Apprentice's details and their name, likeness, image and/or voice (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 and NAWIC.
- 23. 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 pandemic, 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 Eligible Apprentice or Eligible Business; or
 - b. subject to any directions from a regulatory authority, extend, suspend, terminate or cancel the Promotion, as appropriate.
- 24. Any cost associated with accessing the promotional website is the Eligible Apprentice and Eligible Business'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 Eligible Apprentice and Eligible Business to automatically enter repeatedly is prohibited and will render all entries submitted on behalf of that entrant invalid.
- 25. Social media platforms, including but not limited to, Facebook, YouTube, Instagram, Tik Tok or Snapchat, may be used to advertise or promote the Promotion. By entering the Promotion, Entrants agree that the Promotion is in no way sponsored, endorsed or administered by those social media platforms, and any questions or comments should be directed only to the Promoter.
- 26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any 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.
- 27. 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 an Eligible Business or authorised representative; or (f) taking/use of a prize.
- 28. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act (Cth) 1988. A copy of the Promoter's privacy policy can be viewed at https://www.bunnings.com.au/policies/privacy-policy. NAWIC's privacy policy can be found at:
 https://www.nawic.com.au/NAWIC/nawic/privacy-policy.aspx. To request access to, or to update or correct, personal information the Promoter holds about them, Eligible Apprentices or authorised representatives of Eligible Businesses can contact the office of the Promoter at the address set out in clause 2 or view the Privacy Policy for instructions. The Privacy Policy also contains information about

how authorised representatives can complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize Supplier and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

29. The Prize Supplier is bound by the Australian Privacy Principles contained in the Privacy Act (Cth) 1988. The Prize Supplier will only use the Personal Information (as defined in the Privacy Act 1988 (Cth)) (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) provided for the purposes of this Promotion and, if you have consented as part of the Registration, to send you promotional/marketing communications.