## BUNNINGS TRADE SHOW – NEWCASTLE FEEDBACK SURVEY PROMOTION

## TERMS AND CONDITIONS

- 1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this 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 (03) 8831 9777 ("**Promoter**").
- 3. Entry is only open to Australian residents aged 18 years or over. 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, child, parent, grandparent, brother or sister.
- 4. Registrations for the promotion open on 03/10/2024 and close at 11.59pm AEST on 23/10/2024 ("Registration Period").
- 5. To be eligible to enter, individuals must attend the trade show and then complete the customer feedback survey for the Hobart Trade Expo by visiting the following website during the Registration Period: <u>https://forms.office.com/Pages/ResponsePage.aspx?id=ziMh2eoOmkiFyrtOPcUejXtgOGqtn4pKpOAAGh</u> 4oYHtUMERBSFIPOFg2UTkyWk43SFBSRUk0MjlKQSQIQCN0PWcu
- 6. The Trade Show will take place at the following location and dates ("**Trade Show**"):

Location	Dates	Times	Venue
Newcastle	03/10/2024	12pm-7pm	Newcastle Entertainment Centre

- 7. Customers who provide their feedback will be automatically entered into this promotion.
- 8. Only one (1) entry is permitted per person.
- 9. 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 Promoter. 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. 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.

There will be three (3) draws in this promotion. The Draws will take place at 2pm on 24/10/2024, at Bunnings National Support Office – 570 Swan St, Burnley, VIC. The Promoter may draw additional reserve entries in the Draw and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be contacted via email at the time of the draw. Winner names will also be published at <u>Trade Expo 2024 - Bunnings Trade AU</u> from 24/10/2024.

- 11. The Promoter's decision is final and no correspondence will be entered into.
- 12. Each valid entry drawn will win a \$100 Bunnings Gift Card.
- 13. Each drawn entry will have 7 days to claim their prize. If the individual does not come forward to claim their prize within this time, their entry will be voided and the prize will be redrawn and another entry will be drawn until a winner has claimed the prize.
- 14. At the end of each draw, all other entries will remain in the running for the next draw.
- 15. Total prize pool value is \$300.
- 16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- 17. 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.
- 18. 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.
- 19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

- 20. 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.
- 21. 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) if any Trade Show event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
- 22. 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 <a href="https://www.bunnings.com.au/policies/privacy-policy">https://www.bunnings.com.au/policies/privacy-policy</a>. To request access to, or to update or correct, personal information the Promoter holds about them, 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 suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may also, if the opt-in box is ticked at the time of Registration, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the authorised representative. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
- 23. 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.