

Terms and Conditions of Entry for the "\$25,000 Kitchen Makeover Promotion" (Promotion)

1. Information on How to Enter and Prize information form part of these Conditions of Entry (**Conditions of Entry**).
2. Entry into the promotion is deemed acceptance of these Conditions of Entry.
3. The Entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an Entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.
4. All Entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Prize to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
5. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter is InSinkErator 471 Mountain Road Bayswater VIC 3153 ABN: 99 004 590 005 (**Promoter**).

PROMOTION PERIOD

7. The Promotion will commence 00:01 AEST on **01/10/2014** and will close 23:59 AEDT on **31/10/2014** (**Promotion Period**).
8. Entry in the Promotion is only open to Victorian residents aged 18 years and over excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of the Prize);
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 8(a) of these Conditions of Entry;
 - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(**Eligible Entrants**). The persons referred to in paragraph 8(b) of these Conditions of Entry includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

9. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period, complete their entry in accordance with these Conditions of Entry (**Eligible Entry**).
10. Entry is via the Internet (**Web Entry**)
11. Eligible Entrants can complete their Eligible Entry during the Promotion Period by:
 - (a) Logging on to www.facebook.com/insinkeratorau (**Online Entry Site**) and 'Like' us on Facebook,

OR

If you are **already** a fan of and 'Like' Insinkerator Australia on facebook, simply log onto the Online Entry Site; then

(b) fully complete and submit the online Promotion entry on the Online Entry Site (**Online Entry Form**), including all details required on the Online Entry Form, including their first name, last name, postcode, email, and phone number, and indicating their acceptance of these Conditions of Entry.

12. Any costs associated with accessing the Promotion website are the entrant's sole **responsibility and** are solely dependent on the internet service provider used. Eligible Entrants must submit their entries manually using an internet browser.

13. The Promoter is not responsible for technical difficulties with the entry mechanism.

14. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.

15. Incomplete, illegible, indecipherable or incorrect Entries (as determined by the Promoter, at their absolute discretion) are not eligible to win.

16. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.

VERIFICATION

17. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion:

(a) Appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the Prize (if drawn) and compliance with these Conditions of Entry; and

(b) Proof of Purchase that corresponds to all entries they have submitted in the Promotion.

18. If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry(s) submitted by the Eligible Entrant will be deemed invalid.

19. The Prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. In the event that the Eligible Entrant cannot provide suitable validation or verification, the Eligible Entrant will forfeit the Prize and no substitute will be offered.

20. All costs associated or arising in connection with the Prize are the sole responsibility of the Prize winner.

21. Entrants can only enter the Promotion in their own name.

22. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.

PRIZE DRAW AND INFORMATION

23. A random electronic Prize draw will be conducted at MDSA, 15 Grosvenor Street Neutral Bay NSW 2089 Australia (**Draw Location**) by a representative of the Promoter at 2.00pm AEDT on **06/11/2014 (Prize Draw)**.

24. The first Eligible Entrant with a valid Eligible Entry drawn will win the opportunity to play the Game as defined in paragraph 25 (**Drawn Participant**) for the chance to win the \$25,000 Kitchen Make-over valued

at a maximum AUD \$25,000 (**Prize**).

PRIZE CONDITIONS

25. The Game will take place at E&S Trading Moorabbin, 1/970 Nepean Highway, Moorabbin VIC 3189 at 12:30pm AEDT on **28/11/2014**.

There will be thirty (30) envelopes on display at the start of the Game. One (1) envelope will contain a promotional message representing the \$25,000 Kitchen Make-over prize. The other twenty-nine (29) envelopes will each contain a promotional message representing a consolation prize of \$1,000. The Game Participant must choose only one (1) envelope without touching, handling or interfering in any way with any of the other envelopes on display. If the Game Participant is found to have breached this condition, he/she will be disqualified. If the Game Participant selects the envelope containing the promotional message representing the \$25,000 Kitchen Make-over prize, then, subject to verification by the judges, the Drawn Participant will win a \$25,000 Kitchen Make-over in the form of a voucher (made out to the Drawn Participant). If the Game Participant selects an envelope containing a promotional message representing a consolation prize of \$1,000, then the \$25,000 Kitchen Make-over prize will not be given away and, subject to verification by the judges, the Drawn Participant will receive \$1,000 cash in the form of a cheque (made payable to the Drawn Participant) (**Game**).

Any and all costs or arrangements associated with attending The Game are the sole responsibility of the Drawn Participant.

The Drawn Participant may appoint a proxy over 18 years of age to play the Game on his/her behalf provided that the Participant gives the Promoter written, signed notice to that effect at least 24 hours before the start of the Game. This can be a representative of the Promoter.

If, for any reason, the Drawn Participant or appointed proxy does not attend the Game, a representative of the Promoter will play the Game on the Drawn Participant's behalf.

26. The Drawn Participant's odds of winning the \$25,000 Kitchen Make-over prize are 1 in 30.

27. Total maximum potential prize value is up to AUD \$25,000.

NOTIFICATION OF PRIZE WINNER

28. The Prize winner will be:

- (a) notified by phone and in writing; and
- (b) published on www.insinkerator.com.au and www.facebook.com/insinkeratorau and in The Australian newspaper on **12/11/2014**

UNCLAIMED PRIZE DRAW

29. If the Prize is won by an Eligible Entrant and they do not claim the Prize by 12.00 noon AEDT on **20/02/2015**, a random electronic re-draw will be conducted on that date and time at the Draw Location by a representative of the Promoter from all remaining Eligible Entries received in the Promotion, subject to any directions from the State and Territory Gaming Departments (**Re-Draw**).

NOTIFICATION OF RE-DRAW WINNER (IF ANY)

30. The Prize Re-Draw winner, if any, will be:

- (a) notified by phone and in writing; and
- (b) published on www.insinkerator.com.au and www.facebook.com/insinkeratorau and in The Australian newspaper on **27/02/2015**

GENERAL

31. There is a maximum of one entry per person permitted during the Promotion Period.
32. The Prize is not transferable or exchangeable. The Prize must be taken as offered and may not be varied.
33. The Promoter shall not be liable for the Prize being lost, stolen, damaged or tampered with in any way before it reaches the winner or after it has been released to the winner.
34. The Promoter accepts no responsibility whatsoever for any variation in the value of the Prize from the time of printing Promotion materials.
35. If the Promoter is unable to provide the winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize, subject to any directions given by State and / or Territory Gaming Departments.
36. The Promoter accepts no responsibility whatsoever for any entries not received for any reason during the Promotion Period. The Promoter does not warrant that the entry mechanism will be available, or the Participating Outlets will be open, at all times during the Promotion Period.
37. If, for any reason, the Promotion is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State and / or Territory regulations, including cancelling, terminating, modifying or suspending the Promotion.
38. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
39. The:
 - (a) Promoter, the Promoter's related entities, the Participating Outlets and all agencies associated with the Promotion; and
 - (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 39(a), shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
40. The Promoter accepts no responsibility whatsoever for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
41. The Prize winner must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
42. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.

43. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
44. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

45. All entries become the sole property of the Promoter.
46. All information Entrants provide (**Personal Information**) will be used by the Promoter for the purpose of conducting this Promotion and may be entered into a database and the Promoter, the Promoter's related entities, agencies engaged by the Promoter, or any other third party nominated by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them.
47. The Promoter may disclose Entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
48. Entrants can request access to update or correct their Personal Information held by the Promoter and may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter at the address above. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter. All Personal Information will be securely stored by the Promoter.
49. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012*
50. Entrants may view the relevant privacy policy by visiting <http://www.insinkerator.com.au/privacy-policy>. These privacy policies detail how a privacy complaint can be made.

Authorised under Victorian Permit Number 14/5048.