

PAINT PLACE AND HAYMES WINTER WARMER Terms & Conditions ("Conditions of Entry")

Schedule															
Promotion:	PAINT PLACE AND HAYMES WINTER WARMER														
Promoter:	PAINT PLACE GROUP OF STORES PTY LTD ABN 46 011 026 458, Suite 1, 53 Commercial Road, Newstead, QLD 4005, Australia. Ph: 1800 008 007														
Promotional Period:	Start date: 27/07/20 at 12:01 am AEST End date: 23/08/20 at 11:59 pm AEST														
Eligible entrants:	Entry is only open to NSW, QLD, VIC and WA residents. Entrants under the age of 18 must have parent or legal guardian approval to enter. Entry available to retail and grey trade sales only. Businesses and trade customers (excluding grey trade) are not eligible to enter.														
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>a) purchase at least 4 Litres of Haymes Paint in one (1) transaction from any store in NSW, QLD, VIC or WA displaying advertising for this Promotion ("Participating Stores"). Upon purchase entrants will receive one (1) or more entry form/s based on the number of litres of Haymes Paint purchased in the transaction, as indicated below (while stocks last). The onus is on the entrant to request the entry form/s, if not automatically provided; and</p> <p>b) complete fully entry form/s with all requested details and submit to staff member at the same Participating Store.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No. of Litres of Haymes Paint purchased in one (1) transaction</th> <th style="text-align: center;">No. of entry forms provided</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4L</td> <td style="text-align: center;">1 entry form</td> </tr> <tr> <td style="text-align: center;">10L</td> <td style="text-align: center;">2 entry forms</td> </tr> <tr> <td style="text-align: center;">15L</td> <td style="text-align: center;">3 entry forms</td> </tr> <tr> <td style="text-align: center;">30L</td> <td style="text-align: center;">5 entry forms</td> </tr> </tbody> </table> <p>A maximum of thirty (30) stores will participate in this Promotion: up to 9 in NSW; 8 in QLD; 8 in VIC; and 5 in WA.</p>			No. of Litres of Haymes Paint purchased in one (1) transaction	No. of entry forms provided	4L	1 entry form	10L	2 entry forms	15L	3 entry forms	30L	5 entry forms		
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Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <p>a) the number of entry forms awarded per eligible transaction are indicated above;</p> <p>b) each person may only enter once per day (i.e. can only enter for the first eligible transaction completed each day); and</p> <p>c) entry must be completed in accordance with the entry instructions above.</p> <p>Maximum of one (1) store prize and major prize permitted per person.</p>														
Winner Determination:	<p>Store Draws</p> <p>A separate draw will take place at each Participating Store from entries received at that store only. Each store draw will take place on 24/08/20 at 02:30 pm AEST. The first valid entry drawn from each store draw will win the Store Prize indicated below.</p> <p>Major Prize Draw</p> <p>Entries received at each Participating Store will be mailed to Paint Place head office for the Major Prize Draw. The Major Prize Draw will take place on 03/09/20 at 02:30 pm AEST at PAINT PLACE GROUP OF STORES PTY LTD, Suite 1, 53 Commercial Road, Newstead QLD 4005, Australia. The first valid entry drawn will win the Major Prize indicated below.</p>														
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Major Prize			
The prize includes: <ul style="list-style-type: none"> Family Q valued at \$799; and Outdoor Heater valued at \$849 	1	AUD\$1,648	Major Draw: barrel draw – 03/09/20 at 02:30 pm AEST
There is a maximum of nine (9) Participating Stores located in NSW; and the maximum total prize pool for NSW is \$4,789.			
Winner notification:	The winner will be contacted by phone within two (2) business days of the draw.		
Unclaimed Prizes:	Prize(s) must be claimed by 03/10/20 at 02:30 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 04/10/20 at 02:30 pm AEST at Paint Place Group Of Stores Pty Ltd, Suite 1, 53 Commercial Road, Newstead QLD 4005, Australia. The winner/s of any redraw will be notified by phone within two (2) business days of the redraw.		

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will be accepted during the Promotional Period.
- Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
- If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- All reasonable attempts will be made to contact each winner.
- If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
- No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
- No entry fee is charged by the Promoter to enter the Promotion.
- The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.paintplace.com.au/privacy. The Promoter's privacy policy contains

information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.

25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.