

## **“GOLF, CAMERA, ACTION” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) 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 VIC residents aged 18 years or over.
3. 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, 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. Promotion commences on 01/09/2019 and ends at 11:59pm AEDST on 30/11/2019 (“**Promotional Period**”).
5. To be eligible to enter, individuals must have purchased any James Hardie product/s from any Bowens store in VIC prior to entering. Individuals must then register for the promotion online by visiting [www.bowens.com.au/Competition](http://www.bowens.com.au/Competition), following the prompts to the registration page, inputting the requested details including full name, company, email address, mobile phone number and postcode, agreeing to the Terms and Conditions and submitting the fully completed registration form during the Promotional Period.
6. To enter, individuals must then, using their personal Instagram account, post an original photo on Instagram containing the hashtags #JamesHardieBowens, #Bowens and #Scyonwalls that demonstrates one of the below scenarios:
  - A project that is a work in progress using their James Hardie products;
  - An “on the tools” photo of a project under construction using their James Hardie products;
  - A before and after comparison of a project using their James Hardie products;
  - A selfie in front of a project showcasing their James Hardie products; or
  - A project showing an innovative use or mix use of their James Hardie products.
7. Alternatively, entrants can post the photo to the Bowens Facebook page at <https://www.facebook.com/BowensAU/> during the Promotional Period, ensuring the above hashtags are also included in the same post.
8. Entrants’ Instagram and/ or Facebook profiles must be set to public to allow the Promoter to contact them in the event they are a winner. For the removal of doubt, photos that do not contain the hastags #JamesHardieBowens, #Bowens and #Scyonwalls will not be considered for the promotion.

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 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
12. Entrants must retain their original 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 store of purchase and that the purchase was made during the Promotional Period but prior to entry.
13. 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.
14. There will be three (3) judging rounds throughout the Promotional Period. The judging will take place at 48-50 Hallam South Road, Hallam VIC 3803 on 04/10/2019, 08/11/2019 and 02/12/2019 at 3:00pm AEDST. Entries into each judging round will open on 01/09/2019, 01/10/2019 and 01/11/2019 and close at 11:59pm AEDST on 30/09/2019, 31/10/2019 and 30/11/2019. Entries in each judging round will not be entered into any subsequent judging rounds. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The winners will be notified by telephone.
15. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creative merit of the photo that best showcases the James Hardie product used.
16. The Promoter's decision is final and no correspondence will be entered into.
17. The best three (3) valid entries in each judging round, as determined by the judges, will each win two (2) adult tickets (including hospitality) to the Presidents Cup Golf Tournament 2019 at the Royal Melbourne Golf Club between 09/12/2019 and 15/12/2019 valued at \$1,243.86.

18. Transport and accommodation are not included and winners are responsible for making their own way to and from the tournament.
19. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
21. The Presidents Cup Golf Tournament 2019 ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
22. Total prize pool value is \$11,194.74.
23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
24. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

25. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
26. 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.
27. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
30. 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 the appearance of any or all of the competitors or the Presidents Cup Golf Tournament 2019 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) attendance at the prize event.

31. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Rules and Facebook Statement of Rights and Responsibilities, which can be found at <http://instagram.com/about/legal/terms> and [www.facebook.com/terms.php](http://www.facebook.com/terms.php).
32. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Entrants understand that they are providing their information to the Promoter and not to Instagram or 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 Instagram or Facebook. Instagram or Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
33. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.jameshardie.com.au/privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
34. The Promoter is James Hardie Australia Pty Ltd (ABN 12 084 635 558) of 10 Colquhoun Street, Rosehill, NSW 2142.