

“BRETTS WIN WITH HARDIES” PROMOTION TERMS AND CONDITIONS

- (1) Information on how to enter and the prize 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 QLD 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 1st cousin.
- (4) Entries into the promotion open on 08/10/2021 and close at 11:59pm AEDST on 30/11/2021 (“Promotional Period”).
- (5) For an automatic entry, individuals must spend a minimum of \$500 on any James Hardie™ product/s or Hardie Fine Texture Cladding product/s in orders via BOLT (Bretts’ online ordering system) during the Promotional Period.
- (6) Entrants will receive one (1) automatic entry for every \$500 spent on James Hardie™ product/s. Entrants will receive two (2) automatic entries for every \$500 spent on Hardie Fine Texture Cladding product/s. For example, if an eligible entrant spends \$1,500 on James Hardie™ products during the Promotional Period, the eligible entrant will be awarded three (3) entries into the draw. If an eligible entrant spends \$1,500 on Hardie Fine Texture Cladding products during the Promotional Period, the eligible entrant will be awarded six (6) entries into the draw.
- (7) For clarity, the required spend amount does not have to be in a single transaction/order and can be made up of multiple transactions/orders over the Promotional Period. However, the required spend must be on either Hardie Fine Texture Cladding or James Hardie™ separately, and entrants cannot buy the two products in a single purchase to make up the \$500 spend requirement.
- (8) Multiple entries permitted, subject to the following: (a) each purchase will only be permitted the maximum number of entries as outlined in clause 6; and (b) each entry must be submitted separately and in accordance with entry requirements.



- (9) Entrants must retain their original purchase receipts 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.
- (10) 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.
- (11) Incomplete or indecipherable entries will be deemed invalid.
- (12) 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.
- (13) The draw will take place at Anisimoff Legal 5/210 Central Coast Highway, Erina NSW 2250 on 6/12/2021 at 2:00pm AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email .
- (14) The first ten (10) valid entries drawn will each win that entrant ("Participant") the opportunity to play a contingency game ("the Game") for the chance to win a 2021 Kawasaki STX 160X JetSki and 2021 Single Roller Trailer valued at \$20,000 including registration, stamp duty, and dealer delivery charges ("Major Prize"). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.

The Game will take place at Bretts Timber & Hardware, 616 Rode Road, Chermside QLD 4032 on 10/12/2021 at 10am QLD local time. All costs associated with travel to and from the Game are the responsibility of the Participant. If a Participant cannot attend the Game, the Participant may appoint a proxy over 18 years of age to play the Game on his/her behalf provided the Participant gives the Promoter written, signed notice to that effect before the start of the Game. If the Promoter has not been able to contact the Participant before the start of the Game, a representative of the Promoter will play the Game on the Participant's behalf.

- (15) At the Game, the Major Prize will be on display as well as the (1) "start key" which can turn on the major prize. This start key is secured in a padlocked perspex safe box. The Promoter will ask each of the Participants, or their proxy or assigned Promoter representative ("Attendee") to choose one (1) key from the fifty (50) keys available, one of which will open the padlocked perspex safe box. The order in which each Attendee will choose a key will be determined based on the alphabetical order of the surnames for each Participant. Each Attendee must

choose only one (1) key without touching, handling or interfering in any way with any of the other keys on display. If an Attendee is found to have breached this condition, he/she will be disqualified. The Participant that selects (or whose Attendee selects) the key that opens the padlock secured on the box containing the keys to the Major Prize, subject to verification by the judges, will win the Major Prize. All other Participants will be awarded the consolation prize of a \$1,000 Visa Gift Card.

- (16) The Participant's odds of winning the Major Prize are 1 in 10. The odds of being drawn as a Participant may be significantly higher than the odds of the drawn Participant winning the Major Prize and will depend upon the number of entries received.
- (17) As a condition of accepting the Major Prize, the winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- (18) The Promoter's decision is final, and no correspondence will be entered into.
- (19) Subject to the unclaimed prize draw clause, if for any reason the winner does not take a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
- (20) If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- (21) Any ancillary costs associated with redeeming the Visa Gift Card are not included. Any unused balance of the Visa Gift Card will not be awarded as cash. Redemption of the Visa Gift Card is subject to any terms and conditions of the issuer including those specified on the Visa Gift Card.
- (22) Total prize pool value is up to \$29,000
- (23) Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- (24) A draw for the Major Prize, if unclaimed by the winning Participant, may take place on 10/03/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, will be notified by email.
- (25) Participants consent to the Promoter using 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.
- (26) 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.

- (27) Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- (28) 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.
- (29) 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 Game 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) the Major Prize.
- (30) 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, prize suppliers and, as required, to Australian regulatory authorities. 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-policy>. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia.
- (31) The Promoter is James Hardie (ABN 12 084 635 558) of 10 Colquhoun Street, Rosehill NSW