



Terms and Conditions - Nov 2018

Paslode & Weathertex Competition

INTRODUCTION

1. The Promotion is conducted by the Promoters, Paslode, a division of ITW Australia PTY LTD (**Paslode**), ABN 63 004 235 063 of 600 South Road, Moorabbin, VIC 3189, Australia AND Weathertex PTY Ltd (**Weathertex**), ABN 67 084 713 986. Masonite Road, Raymond Terrace NSW 2324.

PROGRAM PERIOD

2. The promotion will run from the date published until 9:00am on the 19th of November, 2018. The Promoter may, in its absolute discretion, end the Promotional Period earlier.

ELIGIBILITY

3. Participation is open to “eligible entrants” only. An “eligible entrant” is an individual who is:
 1. an Australian resident over the age of 18;
 2. the owner(s) of a trade business, the employees of such a business or the sub-contractors of such a business; and
 3. not an employee of Paslode and Weathertex or any of its related corporations or agencies associated with the program or a friend or relative of that employee or an employee of any authorized Paslode/Weathertex distributors and other customers of Paslode/Weathertex.
4. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with an entry or otherwise interferes with the entry process. Entries that contain errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

HOW TO ENTER

4. Eligible Entrants must submit one valid entry only and are limited to receiving 1 prize as part of the promotion.
5. By acknowledging the Terms and Conditions check box on the website, all entrants hereby accept these Terms and Conditions. By entering the competition, participants are automatically subscribed to receive all marketing from The Promoter.

PRIZE

7. Entries close 9:00am 19th of November. The Winners will be notified by Facebook and or Instagram Private Messaging, Phone or Email by no later than 14 days after the promotion ends and must supply an address to send the prize. Each Winner's first initial and surname and state will be published on the Promoter's websites www.paslode.com.au and www.weathertext.com.au and / or on promoters Facebook and Instagram pages.
8. Prizes will be awarded to person named in the entry only. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
9. The prize consists of one (1) Paslode TrimMaster Straight (1) Box of Paslode ND50 SS Brads (1) Paslode Merch Pack - Shirt, Hat, Stubbie Holder, Carpenters Pencils and (1) Weathertext Merch Pack - Shirt, Hat, Stubbie Holder, Carpenters Pencils and Key Ring. No part of the prize is exchangeable, redeemable for cash or any other prize or transferable.
10. In the event of an unclaimed prize, the Promoter, after reasonable attempts to contact the Winner (and, if necessary, confirm a Valid Entry) to redeem his or her prize pack, any unclaimed prizes will remain the property of the Promoter to do with how it pleases. The Promoter is under no obligation to award any unclaimed prize.

GENERAL CONDITIONS

11. Any capitalized terms used in these Terms and Conditions the meaning given to them in these Terms and Conditions, unless stated otherwise.
12. 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.
13. Valid entries will be accepted during the Promotional Period.
14. The Promoter may collect additional entries over the allocated number of prize packs in case of an invalid entry.
15. Incomplete, indecipherable or illegible entries will be deemed invalid.
16. 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. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
17. If a Winner's prize is returned to sender for whatever reason, then that Winner's Prize will be forfeited and the Promoter is not obliged to re-send the prize.
18. Prizes will be delivered to Australian and New Zealand addresses only.
19. If for any reason the prize pack or any item within it is unavailable despite the Promoter's reasonable endeavours to procure it, the Promoter may substitute a different prize item of equal or greater value in its sole discretion.
20. Printing errors and other quality control matters will not be used as a reason for refusing winning entry.
21. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants using multiple names, email addresses, contact phone numbers to register single or multiple

purchases. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause.

22. 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. All entries become the property of the Promoter.
23. 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, unauthorized 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.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
25. Except for any liability that cannot be excluded by law, 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, unauthorized 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) any tax liability incurred by a winner or entrant; or (f) use/redemption/taking of a prize.
26. The Promoters collect 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. Personal information will be stored on the Promoter's database. The Promoters may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter does not share entrants' PI with third parties for marketing or spam purposes. Entry is conditional on providing this PI. By entering the promotion entrants consent to the provision of their PI on these terms as permitted by the Australian Privacy Principles and in accordance with the Promoter's Privacy Policy, which can be accessed here www.paslode.com.au and www.weathertex.com.au. Entrants agree that the Promoters are not liable for any use of his or her information in accordance with these terms and conditions.