

## SIMONDS COMPETITION TERMS AND CONDITIONS

### SCHEDULE

**Trade Promotion:** Game of Chance Schedule to Conditions of Entry

**Promotion Name**

Win a Jeep Promotion

**Promotion Type**

Consumer

**Promoter**

Simonds Group Limited, ABN 51 143 841 801, of Level 1, 570 St Kilda Rd, Melbourne, VIC 3004

**Permit Numbers**

No permits required

**Relevant State(s)**

Queensland

**Entry Restrictions**

Entry is open to Queensland residents aged 18 years or over only at the commencement of the Promotion. Selected individuals are restricted from entry, as per clause 4 of the Conditions of Entry.

**Promotion Period**

The Promotion starts at 9am on August 11<sup>th</sup>, 2017 AEST. No entries will be accepted before this time. The Promotion closes at 5pm on November 30<sup>th</sup>, 2017 AEST. No entries will be accepted after this time.

**Verification Requirements**

If requested by the Promoter, entrants must provide proof of identity, age and residency.

**Entry Procedure**

1. To enter, entrants must purchase a Simonds home in Queensland and select a COLORBOND® steel roof (to be featured on their Simonds home) to receive an entry into the draw. Entrants can receive a second entry into the draw by selecting a COLORBOND® steel Matt color for their roof.
2. For the purposes of this Promotion, the purchase of a Simonds home equals to having the entrants file sales accepted between August 11th 2017 and November 30th 2017; and proceeding to site start. Site start does not have to commence within the Promotion Period.
3. The Promoter will only deem an entrant's file as 'sales accepted' when a full deposit of \$2,500 is made and the sales consultant has completed the file, including all information required on the sales checklist, and the entrant has signed a HIA building contract with Simonds Queensland Constructions Pty Ltd. A home will be deemed to have proceeded to 'site start' when construction work by the Promoter starts on the home.
4. This promotion is valid for private residential purchases only; any purchase made by a commercial entity or for commercial purchases will be deemed invalid at the Promoter's discretion.

**Maximum Number of Entries**

1 (one) maximum entry per 'sales accepted', to purchase a Simonds home, with exception to entrants who are eligible for a 2<sup>nd</sup> entry in accordance with the Entry Procedure. If more than one individual is featured on the building contract for the relevant home, and the entry corresponding to that home is drawn as a winning entry, the prize will be awarded to, and will become the property of, all of the individuals listed on that building contract. For the avoidance of doubt, only one (1) prize will be awarded, regardless of whether one person or multiple people are listed on a building contract.

**Draw Details**

Date: Friday 8<sup>th</sup> December 2017

Time: 10am AEST

Location: Simonds Homes Queensland Pty Ltd, 3874 Pacific Hwy, Loganholme, Queensland

Draw Method: All of the entries will be placed in a competition box with the winner being the first valid entry randomly selected

**Prize Details**

Major Prize:

The winner will win a MY16 Jeep Wrangler Sport unlimited 3.6L automatic 4 door, in Monument® Matt colour. The car will be in road worthy condition and may technically be classed as a second-hand car due to kilometers driven in Promotion Period and any resulting wear and tear during said Promotional Period. Simonds car signage will be removed by Simonds prior to winner collecting the car. The car will have personalized Simonds number plates during the Promotion Period; however these are not part of the competition and will remain the property of Simonds. In accordance with the Total Prize Pool the Jeep includes all registration fees, and on road costs. The only warranty given by the Promoter with respect to the vehicle is that it is roadworthy when given to the winner. No extended warranty is given.

**Total Prize Pool**

The MY16 Jeep Wrangler Sport car is valued at \$50,175 at time of purchase (including all registration fees and on road costs) as at 21/05/2017. The prize car will be driven during the Promotional Period to a limited number of locations and will have nominal kilometers on it. As such, the value of the car awarded will be less than the value of the car when bought by the Promoter. By entering the promotion, each entrant accepts that the prize will be awarded on these terms and will not be a brand new, never driven, vehicle.

**Notification of Winners**

The winner will be notified by email and via phone within two (2) business days of the draw. The winner must respond to the email notification within the Prize Claim Date in order to be a valid winner. The winner is subject to verification.

**Publication Details**

The winners' names will be published on the Promoter's website [www.simonds.com.au](http://www.simonds.com.au) (the Website) and the Simonds Facebook page on Friday 8<sup>th</sup> December.

**Prize Claim Date**

Prize must be claimed by 5pm Monday 18th December 2017 AEST.

**Unclaimed Prize Arrangements**

If the prize remains unclaimed by the Prize Claim Date, an unclaimed prize draw will take place as follows:

Time & Date: 9:00am on Tuesday 19<sup>th</sup> December AEST.

Location: 3894 Pacific Hwy, Loganholme QLD 4129, Australia

The unclaimed prize draw winner will be the first entry drawn and will be notified by email and phone within two (2) business days of selection, and their name published on the Website and Facebook on Thursday 21<sup>st</sup> December, 2017.

**CONDITIONS OF ENTRY**

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry.

Participation in the Promotion constitutes acceptance of these Conditions of Entry. This Promotion is not valid with any other offer or promotion.

2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

#### Eligibility

3. Subject to clause 4, entry to the Promotion is open to individuals who meet the Entry Restrictions.

4. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

#### Entry

5. The Promotion will be conducted during the Promotion Period.

6. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.

7. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.

8. Entrants may enter the Promotion up to the Maximum Number of Entries.

9. Entries must be received by the Promoter during the Promotion Period.

#### Entry Content

10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry.

11. Incomplete and ineligible entries will be deemed invalid. 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. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion. The Promoter reserves the right, at any time, to verify the validity of entries and entrants 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.

#### Determining and notifying winners

12. The prize will be awarded to the valid entry randomly drawn in accordance with the Draw Details.

13. Winners will be notified as specified in the Schedule and their name and State of residence will be published in accordance with the Schedule. By entering this Promotion, each entrant requests that his or her full address not be published.

#### Prize & claiming prize

14. The prize is specified in the Prize Details. The prize is subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.

15. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. The winner of the unclaimed prize will be notified and have their name and State of residence published in accordance with the Unclaimed Prize Arrangements.

#### General

16. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

17. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:

- a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's reasonable satisfaction;
- b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
- c. submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
- d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
- e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter; or
- f. does not proceed to 'site start' with their Simonds home purchase during the Promotion Period.

18. Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid

19. Prize is not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation. The value of the prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in Queensland if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. To the extent permitted by law, the Promoter accepts no other liability or responsibility for any loss incurred by the winner if the prize is unavailable for any reason.

20. If requested by the Promoter, the winner must sign an indemnity and exclusion of liability form provided by the Promoter. If they do not sign that form within the time reasonably specified by the Promoter, the winner's entry will be deemed invalid and they will forfeit any right to the prize. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.

21. If requested by the Promoter, the winner must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter, BlueScope Steel Limited and their associated companies and agencies using their name and image in promotional material for this Promotion and for any products and/or services supplied by the Promoter or BlueScope Steel Limited.

22. If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in Queensland, if required.
23. The Promoter's decisions with respect to the Promotion are final and no correspondence will be entered into.
24. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize.
25. To the extent permitted by law, the Promoter will not be liable for any damage to or delay in transit of prizes.
26. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend the prize or otherwise cease to provide any prize to a winner if the entrant or winner is (in the Promoter's reasonable opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter, BlueScope Steel Limited or their products and brands, or is contrary to law or is otherwise inappropriate.
27. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
28. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in Queensland, and the winner's name and State of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website [www.simonds.com.au/privacy](http://www.simonds.com.au/privacy). Entry is conditional on providing the requested personal information. 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 personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All entries become the property of the Promoter. The promoter will not disclose entrant's personal information to any entity outside of Australia.
29. The entrant will be able to opt out from all email communication from Simonds by clicking the 'unsubscribe' link at the bottom of the email. To opt out of any other communication, update or correct their personal information, entrants must contact a Simonds sales consultant, who will action their request.
30. Any complaints regarding the breach of the Australian Privacy Principles or any other applicable law should be directed to:

Address:

The Privacy Officer  
Simonds Group Limited  
Locked Back 4002  
South Melbourne  
VIC 3205

Email: [legal@simonds.com.au](mailto:legal@simonds.com.au)

For further information about privacy issues and the protection of privacy, visit the Office of the Australian Information Commissioner's website at <http://www.oaic.gov.au>

31. Nothing in these Conditions of Entry 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 Queensland ("Non-Excludable Guarantees"). The Promoter and BlueScope Steel Limited (including their respective officers, employees and agents) 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) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

32. Simonds reserves the right (subject to any applicable laws) to cancel the promotion at any time and for any reason whatsoever and will not be liable for any losses, damages or expenses suffered by any entrant as a result of cancelling the promotion.

33. This promotion is conducted and administered by the Promoter. BlueScope Steel Limited is not responsible nor liable for the conduct of this promotion, including receipt of entries, handing of entries, drawing of winners or awarding or use of any prize. Entrants should direct any questions or complaints regarding the promotion to the Promoter and not to BlueScope Steel Limited

34. COLORBOND® and Monument® are registered trade marks of BlueScope Steel Limited. ABN 16 000 011 058. All rights reserved.