

## “LOWES WIN a Fridge + Gift Card” 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 Australian residents. Entrants under 18 must seek Parent or Legal Guardian consent to enter.
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, grand-parent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step- sister or 1st cousin.
4. Promotion commences 9:00am AEST on 18/06/18 and closes midnight AEST on 08/07/17 (“Promotional Period”).
5. To enter, eligible entrants must, during the Promotional Period, visit [www.facebook.com/lowesaustralia](http://www.facebook.com/lowesaustralia), locate the promotional entry form, complete all requested details including full name, contact number, a valid and current email address, state of residence, and upload a photograph of themselves displaying themselves and or friends dressed in their “King Gee or Hard Yakka” products and submit the completed form.
6. 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.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry permitted per person.
9. 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.
10. The judging will take place at 240 Princes Highway, Arncliffe NSW 2205 on 10/07/17 at 10:00am AEST. The judges will select 8 images they deem to display King Gee or Hard Yakka workwear in the best fashion. The winners will be notified by telephone and email within 24 hours of this decision.
11. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on artistic and creative merit of the photograph provided by each entrant.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. Entries will be divided into groups depending on the state indicated at the time of entry, being NSW, ACT, QLD, VIC, SA, NT, WA & TAS. The best entry, as determined by the judges, in each state will win a Schick HUS-SC50-SS-50L Bar Fridge RRP. \$397.00 plus a 1 x \$120 Lowes gift card. Total prize value \$517.00. Prizes not redeemable for cash.
14. 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.
15. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
16. 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 to the equal value and/or specification.

17. Total prize pool value is up to \$4,136.00. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

18. Prizes will be awarded to Parent or Legal guardian if the winner is under 18 years of age.

19. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and photographs (“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 13, 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) the Content is the original artistic work of the entrant that 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.

20. 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 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.

21. 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.

22. 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.

23. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.

24. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).

25. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to 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 Facebook. Facebook will not be liable for any loss or damage or personal in-

jury 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.

26. 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.

27. 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;

Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.

28. 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.lowes.com.au/privacy-policy](http://www.lowes.com.au/privacy-policy)

29. The Promoter is Lowes Manhattan Pty Limited, ABN 31 000 307 666 of 240 Princes Highway Arncliffe NSW 2205. You can contact the Promoter in relation to the promotion by mail at this address or by telephone on (02) 9562 1111.