

## **SCJ products Promotion – Spanos**

### Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. By participating in the promotion, entrants acknowledge that they have read and understood these Terms and Conditions; and agree to be bound by them. Entries must be submitted in accordance with these Terms and Conditions to be valid.
3. The promotion commences on 01/05/2017 at 12:00 AM Australian Eastern Standard Time (AEST) and entries close on 31/05/2017 at 17:00 PM AEST (Promotional Period).
4. The promotion is only open to "Eligible Entrants". Subject to these Terms and Conditions, an Eligible Entrant is a person who (a) is a Queensland resident over the age of eighteen; (b) submits their entry into this promotion in accordance with these Terms and Conditions.
5. Employees, managers and directors of the Promoter and its related companies and suppliers and agencies involved in this promotion are not Eligible Entrants, nor are their immediate families.
6. To enter the promotion, an entrant must, during the Promotional Period, visit one of the participating Queensland Spanos stores and purchases any two SCJ branded products listed in the promotion Catalogue in one transaction and then enter the draw (proof of purchase must be provided) Entry in store and online via <https://www.spanos.com.au> an entrant must include name, address, email and mobile phone number on the entry form.
7. Prize; 5 x Dyson vacuums cleaners - handstick/dyson-v6-slim-model 219229-01  
Recommended Retail Price is \$399.00  
Total prize pool \$1995.00
8. If an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter in writing.
9. All entries become the property of the Promoter.

10. The prize draw will take place, in the presence of an independent witness on 07/06/2017 at Telads Australia Pty Ltd, 123 Margaret Street Toowoomba QLD at 11:00 am AEST. The winners will be notified by phone and in writing (email) on the 09/06/2017 at the address and phone number nominated on the entry page (unless the entrant has notified the Promoter of a change to their contact details in accordance with these terms and conditions). Any winner will have their name published on 09/06/2017 at <https://www.spanos.com.au> for a period of not less than 28 days.

11. Any additional costs associated with prize fulfilment (including but not limited to travel) and any and all other incidental and/or ancillary costs are the sole responsibility of the winners. Prizes will be available for pick up at the participating store of entry.

12. The prize is subject to the terms and conditions and any associated terms by prize providers. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as the result of the conduct of the prize suppliers and or the use of Prizes. Vouchers can only be redeemed at Participating South Australian Foodland stores. The prize and or any unused portion of a prize, are not transferable, deferrable, exchangeable or redeemable for cash or product.

13. Before the prize is awarded, any winner may be required to sign a release and indemnity agreement, the terms of which will be determined by the Promoter in its absolute discretion. Failure to sign the release and indemnity agreement will result in forfeiture of the prize.

14. The Promoter will use all reasonable efforts to contact an entrant selected as winner, but accepts no responsibility if an entrant cannot be contacted.

15. Subject to any directions given under the legislation regulating the Competition, should any prize not be claimed, the promoter may conduct an unclaimed prize draw on 07/09/2017 at 2:00 pm AEST at Telads Australia Pty Ltd, 123 Margaret Street Toowoomba QLD. Any winners will be notified by phone and in writing (email) on the 08/09/2017 at the address and phone number nominated on the entry page (unless the entrant has notified the Promoter of a change to their contact details in accordance with these terms and conditions). Any winner will have their name published on 08/09/2017 at <https://www.spanos.com.au> for a period of not less than 28 days.

16. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize, or any element of it, as stated. The Promoter reserves the right to substitute the prizes in whole or in part for something of equal or greater value in the event that any component of the prize is unavailable (subject to any applicable legislation).

17. 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 pursuant to the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability for any death, personal injury, loss or damage (including loss of opportunity and whether direct, indirect, special or consequential) suffered or incurred by any person (whether or not arising from any person's negligence) arising in any way out of or in connection with (a) this promotion; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) 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; (e) any variation in prize value to that stated in these Terms and Conditions; (f) if any event included in the prize is cancelled or rescheduled for any reason beyond the reasonable control of the Promoter; (g) any tax liability incurred by a winner or entrant; or (h) taking and redemption of any prize.

18. The Promoter reserves the right to disqualify any entries in its absolute discretion. For example, the Promoter may disqualify: (a) any entrants or entries that tamper with, or attempt to tamper with the entry process; (b) incomplete, indecipherable or illegible entries or entries containing false information or incorrect contact details; (c) any entries that contain material that is obscene, indecent, objectionable, defamatory, libellous or otherwise contravenes an applicable law or infringes any third party's rights; and (d) any entries that the Promoter considers inappropriate for any reason.

19. The Promoter reserves the right, at any time, to verify the validity of entries and the details provided by entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions. The identification necessary for verification is at the sole discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

20. All entrants who are selected as winners consent to the Promoter using their name, image, likeness, character, voice or anything else that identifies them without remuneration in any media worldwide (including without limitation in national print media, on the Promoter's website, social media and in other promotional material) for a reasonable time to publicise this promotion (including any outcome).

21. Privacy Statement. The Promoter collects entrants' personal information, and may disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and related bodies corporate (some of which may be located overseas) and, as required, to Australian regulatory authorities, in order to conduct, administer and publicise the promotion. By entering the promotion, entrants consent to the Promoter using their personal information and sending them information in accordance with the Promoter's Privacy Policy (available from the promoter) and otherwise agree to the terms of the Promoter's Privacy Policy. Without limitation, the Promoter and its related bodies corporate may, for an indefinite period unless otherwise advised by the entrant, use entrants' personal information for marketing,

advertising and opinion research purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, or to access, update or correct any information held by the Promoter, to the Promoter at the address below or in accordance with the Promoter's Privacy Policy. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under relevant lottery legislation.

22. Each entrant must comply with these Terms and Conditions. Each entrant indemnifies and will keep indemnified the Promoter in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by the Promoter as a direct or indirect result of the entrant acting inconsistently with or breaching any part of these Terms and Conditions.

23. The Promoter does not accept any responsibility for late, lost, incomplete, incomprehensible, 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. All entries are deemed to be received at the time of receipt in the promotional database.

24. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination of these, or any other technical failures including any damage to an entrant's (or any other person's) mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. Entrants acknowledge that the Internet is not a secure medium and that the Promoter is not responsible for the security of on-line entries or email correspondence.

25. If for any reason this promotion is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any applicable legislation.

26. The Promoter's decision on all aspects relating to this promotion is final and no correspondence will be entered into.

27. The Promoter is S.C. Johnson & Son Pty Ltd, ABN: 71000021009 / 160 Epping Rd, Lane Cove, NSW 2066 Phone 02 9428 9218

Authorised under permit numbers //

