

Competition details

Promotion Name	FLEXTOOL WIN A BBQ PROMOTION
Promoter	The Promoter is Parchem Construction Supplies Pty Limited (ABN 80 069 961 968). Parchem is located at 1956 Dandenong Rd Clayton 3168, Victoria, Australia
Promotion Type	Game of chance.
Promotion Period	The Promotion will commence at 12.00am AEST on 19 October 2020 and close at 11.59pm AEST on 30 November 2020.
Participating Store	This promotion is Australia wide and open only to businesses/companies who (a) make a Qualifying Purchase from an authorised Flextool Distributor of the Promoter and (b) are within applicable credit terms & conditions with the Promoter for the duration of the Promotion Period. (" Eligible Business "). Participating Stores will display promotion materials (" Participating Store "). If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.
Entry Restrictions	<p>Entrants must be over 18 years of age. Employees (and their Immediate Families) of the Promoter, or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. "Immediate Family(ies)" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter).</p> <p>The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.</p>
How To Enter	<p>To enter on behalf of an Eligible Business, an authorised representative (aged 18 years or over) of that Eligible Business must, on behalf of that Eligible Business, complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> a) Purchase any Flextool, Mikasa, Smith, Bladetec, Diamatic and others (excluding spare parts) as listed in printed Flextool Product Catalogue Volume 2, 2019, digital online versions of Flextool Product Catalogue Volume 28, 2020, Mikasa Product Catalogue Volume 1, 2019 and Diamatic Product Catalogue 2020. Visit www.flextool.com.au/brochures for the list of all participating products. ("Qualifying Purchase") b) After making a Qualifying Purchase, entrants must complete and submit an online entry form with all required details, including the entrant's full name, business name, business address, business email address, total value of purchase as shown on the purchase receipt (excluding GST) and contact phone number. Eligible Entrants will need to complete the online entry process via the URL http://www.flextool.com.au/win
Prize Draw:	<p>A random electronic prize draw will be conducted at Switch Marketing (6 Hodgson St, Kew, Victoria, Australia) by a representative of the Promoter at 10.00 am on 7th December 2020. ("Major Prize Draw")</p> <p>Entries will be divided into 4 (Four) State/Territory groups based on the entrant's business address postcode, as follows: VIC/TAS, NSW/ACT, QLD, SA/NT/WA.</p> <p>A total of four (4) Major Prizes offered. One (1) from each State/Territory Group. The first valid entry drawn in each State/Territory group will win a prize as detailed below under ("Major Prize")</p> <p>The Promoter may draw additional reserve entries and record them in order in case an invalid entry is drawn.</p>

Major Prize	<p>The Major Prize includes:</p> <ul style="list-style-type: none"> - Weber Q (Q2200) LP BBQ – Valued \$A479 <p>The Runner Up Prize includes:</p> <ul style="list-style-type: none"> - 70L Esky Ice Boxes (Four to be won) – Valued - A\$214.50 each <p>Each state group major Prize is valued at A1,337. Total Prize pool A\$5.438</p>
Notification	<p>Winners will be notified by phone and email within 2 business days of the applicable draw and their name will be published on www.flextool.com.au on 18 December 2020.</p>
Prize claim date and time	<p>Prize must be claimed within 3 months of the end of the Promotion Period.</p>
Unclaimed prize draw	<p>If required, an unclaimed prize draw may take place on 27 March 2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will have their names published on www.flextool.com.au on 3 April 2021.</p>
Entry limits	<p>Multiple entries permitted, subject to the following:</p> <ul style="list-style-type: none"> (a) Eligible Businesses will qualify for one bonus entry for every \$100 (ex GST) spent on participating products in a single transaction. Example: \$520 (ex GST) spent on participating products in a single transaction will qualify the entrant for 5 bonus entries. (b) each entry must be submitted separately and in accordance with entry requirements.
Additional prize terms and Verification Requirements: Major Prize	<p>The Promoter reserves the right, at any time, to verify the validity of entries, authorised representatives and Eligible Businesses (including an authorised representative's age and place of employment and reserves the right, in its sole discretion, to disqualify any Eligible Business 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 will 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. If there is a dispute as to the identity of an authorised representative and/or Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the representative and/or Eligible Business.</p> <p>The prize will be awarded to the owner of the Eligible Business who may, in his/her absolute discretion, allocate/transfer the prize (or part of the prize) to any one or more employee of that Eligible Business. The owner must notify the Promoter of that transfer (in writing) and must not allocate/transfer the prize (or that part of the prize) without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion.</p> <p>Prizes will be delivered to the winner's nominated Australian address. Delivery will be to one (1) location only (i.e. the Promoter will not deliver separate prize components to multiple addresses). The prize does not include installation/assembly of any prize components</p> <p>Entrants must retain their original purchase receipt(s) 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 participate. Participating stores may not supply duplicate receipts for misplaced or indecipherable receipts.</p> <p>Entrants must, at the request of the Promoter, provide proof of identity, age and residency. As a condition of accepting the prize, the owner of the winning Eligible Business and each prize taker consent to the Promoter using the Eligible Business's details and each of 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</p>

	Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
Permit Numbers	To be Confirmed

1. Information on how to enter the **Flextool Win a Barbecue Promotion** and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. 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 Eligible Business or authorized representative; or b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the **Flextool Win a Barbecue**, as appropriate.
7. Any cost associated with accessing the promotional website is the Eligible Business's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Business to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Business invalid.
8. An entrant's entry must not include:
 - a. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing).
9. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
10. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
11. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize. Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
12. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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. 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 Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
 - b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
14. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) 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.
15. The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
16. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be sold or taken as cash unless otherwise specified. If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take a prize (or an element of a prize), then the prize (or that element of the prize) will be forfeited.
18. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
19. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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) any tax liability incurred by a winner or entrant; or (f) use of the prize.
20. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any **Incomplete** consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
21. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this competition. Entrants also irrevocably 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
23. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
24. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at <http://www.dulux.com.au/privacy-policy>. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the

Promoter. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers, Dulux Group, Dulux Group suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers, Dulux Group, Dulux Group suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information.