Condensed terms and conditions (must be displayed in all advertising):

See www.fastplast.com.au for full terms. Open to NSW residents or businesses over the age of 18. One entry per Qualification, defined in full terms. Competition opens 6/9/2023 at 6:00 AM and closes 28/11/2023 at 5:00 PM. Winners drawn 1/12/2023 starting at 4.00PM at Black Duck Brewery, 6 Acacia Ave, Port Macquarie, NSW, 2444. The total prize pool valued at up to \$29,527.36 (incl. GST). Winners notified at the time of draw and by email. Winners published online at www.fastplast.com.au from 8/12/2023 for 28 days. The Promoter is JEBS (Port Macquarie) Pty Ltd (ABN 47 099 816 752) of 16 Blackbutt Road, Port Macquarie, NSW 2444. Authorised Under: NSW Permit No. TP/02896.

The Spring of Tradies Brekky's 2023 Terms and Conditions of Entry

General

- 1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
- 2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

- 3. Subject to the clauses below, entry is open to all residents and businesses of New South Wales who have fulfilled the requirements set out below ('Eligible Entrants'). Entrants must be over the age of 18, as of the date of entry. Where an entrant is a business, the prize will be awarded to the owner or the representative. If there is a dispute, the Promoter will determine the winner within a business.
- 4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
- 5. The Promoter is JEBS (Port Macquarie) Pty Ltd (ABN 47 099 816 752) (the '**Promoter**'). The Promoter's office address is 16 Blackbutt Road, Port Macquarie, NSW 2444.

How to enter

- 6. There are three ways that an Eligible Entrants can, during the Promotional Period (defined below) enter the competition (each is a **Qualification**):
 - a) Being present at Fastplast Building Supplies between 06:30 AM and 09:30 AM each Wednesday from 06/09/2023 to 22/11/2023 and completing an entry form in their name to receive one entry into the Major and Minor Draw. Only available at Fastplast Building Supplies. Entry is limited to 1 per entrant, per supplier, per week.
 - b) Spend \$500 inc GST in one transaction on any of our Major Sponsors products (Knauf Gypsum, James Hardie, Bradford Insulation, Hume doors and Timber) to receive one entry into the Major and Minor Draw. Eligible for qualifying purchases at either (but not both) Fastplast Building Supplies or SWR Building Supplies. Limit one entry per major sponsor, per entrant, per calendar week during the Promotional Period.

- c) Spending \$200 in one transaction on a Sponsors products between 06:00 AM and 05:00 PM, in the 7 days from that sponsors breakfast morning to receive one entry into the major and minor draw. Eligible for qualifying purchases at either (but not both) Fastplast Building Supplies or SWR Building Supplies. I.e. From 06:00 AM on the Wednesday of the presenting sponsors morning to ,05:00 PM the following Tuesday. Limit one entry per sponsor, per entrant, per calendar week during the course of the promotional period. Details of suppliers to be available at www.fastplast.com.au and communicated via email and instore flyers.
- 7. All Entrants must attend the Major prize draw in person, a substitute attendee will be accepted. However, in the case of a partnership or company, it must either one of the partners, a director of the company or senior position holder within the business. Entries for entry methods a) and c) will be automatic and collated via Sales Data extraction for satisfying one or more of the entry conditions. Entry for method b) will be via a physical entry form to be completed at a sponsor's breakfast morning. The entry will be in the name of the account holder, or in the case of a company the directors, or in the case of a cash sale the name of the customer who the sale is to if provided at the time of purchase, should required details be provided. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promotor, be provided to the reasonable satisfaction of the Promoter, to demonstrate that the entrant has complied with these Terms & Conditions. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and will not be able to claim a prize. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.
- 8. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

9. One entry per Qualification outlined in clause 6.

Open, Close, Draw and Publish dates

- 10. The competition commences on 06/09/2023 at 06:00AM and closes 28/11/2023 at 05:00PM ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
- 11. Entrants or representative must attend the Major prize draw on **01/12/2023 at 04:15 PM** at Black Duck Brewery, 6 Acacia Ave, Port Macquarie, NSW, 2444 in person to be eligible to win a prize. The Promoter will ensure that all entries have an equal chance of

- winning a prize. The winner or their representative must be present at the draw and has 5 minutes to present themselves after the announcement.
- 12. The Minor Prize winners will be the first valid entries drawn at Black Duck Brewery, 6 Acacia Ave, Port Macquarie, NSW, 2444 on **01/12/2023** at **04:00 PM.** The Promoter will ensure that all entries have an equal chance of winning a prize.
- 13. The winners will be notified on the spot after the draw and an email will be sent within two business days of the draw. Their names will also be published on **08/12/2023** at www.fastplast.com.au for 28 days.
- 14. The draw and the announcement of the prize winners will be scrutinised by an independent person.
- 15. Prizes (or in the case of vouchers, prize confirmations) other than cash will be sent within 28 days of the draw.
- 16. The Promoter may conduct such further draws on **08/03/2024** (11:00 AM at the Promoter's premises at 16 Blackbutt Road, Port Macquarie, NSW 2444) in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **15/03/2024** at www.fastplast.com.au for 28 days.

Prize on offer

- 17. The total prize pool is valued at up to \$29,527.36 (Including GST), as at 01/08/2023.
- 18. The total number of competition winners in this competition is three. The prizes on offer are:

Number of winners	Prize description	Value of each
1 Major Winner	New 2023 Seadoo Fish Pro Sport Jetski. Registered in NSW and including Telwater trailer to suit and registered in NSW.	\$29,027.36
2 Minor Winners	\$250 Cash Prize Note: The winner can only take one prize (major or minor prize).	\$250

19. Any cash prizes will be presented as cash and given to the eligible winner at time of draw. The winner will be asked to sign a letter confirming receipt of the prize.

Further Terms and Conditions

- 20. Any entrant found to have used a third party to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
- 21. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
- 22. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 23. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
- 24. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 25. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
- 26. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or

misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

27. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.fastplast.com.au. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, JEBS (Port Macquarie) Pty Ltd (ABN 47 099 816 752) of 16 Blackbutt Road, Port Macquarie, NSW 2444.

Copyright, Statutory guarantees, Waiver and liability

- 28. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
- 29. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
- 30. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
- 31. The Promoter (subject to regulatory approval) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter, its representatives and of entrants. The extent of any such amendment or other action will be proportionate to the reasons giving rise to such action. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
- 32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 33. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').

34. 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; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.

Competition permits

35. Authorised under: NSW Permit No. TP/02896.