

TERMS & CONDITIONS

Promotion Name

The Great Australian Garage Sale Cash Back Promotion

Promoter

B&D Australia Pty Limited (ABN 25 010 473 971), 34 – 36 Marigold St, Revesby, NSW, 2212.

Promotion Type

Cash Back Offer

Promotion Period

The Promotion will commence for purchases at 9.00am AEST on 16 July 2018 and will end for purchases at 11.59pm AEST on 14 September 2018 (“Purchase Period”). Claims will be open from 16 July 2018 until 11.59pm AEDST on 9 November 2018 (“Redemption Period”). No claims submitted after the Redemption Period will be accepted.

Participating Store

The Promotion will only be conducted at authorised B&D resellers. To confirm that a dealer is an authorised reseller, please call 136263 or email support at bndenquiries@bnd.com.au. Purchases made from a reseller who is not an authorised B&D reseller are not eligible.

Entry Restrictions

This Promotion is only open to individual Australian residents who are aged 18 years or older, who make an Eligible Purchase, as defined below, and submit a valid claim as set out in these Terms and Conditions (“Entrants”). This Promotion is only open to residential customers and is not open to business-to-business or commercial sales or purchases. Trade customers of the Promoter and their Employees including dealers, builders and contractors are not eligible to enter. This Promotion cannot be combined with any other offer, discount or promotion. Employees (and their Immediate Families) of the Promoter, the Participating Store or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are also 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).

The Promoter is responsible for determining whether a person is an eligible Entrant in its absolute discretion.

How to purchase and claim

Step 1: Make an Eligible Purchase

To be eligible to claim, eligible Entrants must make an Eligible Purchase. An “Eligible Purchase” is the purchase of any new B&D Roll-a-Door (B&D Product Codes R1D, R2L, R2W, R3W), B&D Panelift Door (B&D Product Code PFT) or B&D Panelift Icon Door (B&D Product Code PFI), including where purchased as part of a ‘Smart Door Solutions’ bundle (each an “Eligible Product”) via a Participating Store during the Purchase Period. For an “Eligible Purchase” to be valid for the Promotion, an Eligible Product has to be purchased during Purchase Period and installed before the end of the Redemption Period (with the finalised invoice issued to the Entrant by the Participating Store and full payment received for the invoice before the end of the Redemption Period).

The following items are excluded from the Promotion: installation, service, repairs, accessories, panels and fittings.

Step 2: Submit a valid claim

Claims will only be accepted if they are submitted during the Redemption Period, and after the

Eligible Product has been purchased as part of an Eligible Purchase, installed, the finalised invoice issued to the Entrant, and full payment made by the Entrant. To redeem the cash back amount corresponding to the Eligible Product purchased (as outlined in the Cash Back Details section), Entrants must submit a claim online before the end of the Redemption Period by: (a) visiting www.bnd.com.au; (b) completing the online claim form by inputting the requested details including full name, email address, phone number, date of birth, mailing address, bank account details or Paypal details (for cash back transfer); Participating retailer name where they made their Eligible Purchase, the 7 digit B&D sales order number (this information can be found on the invoice) and answers to up to 15 brief questions featured on the form; (c) uploading a copy of their tax invoice (proof of purchase) for the Eligible Purchase; (d) submitting the claim form and retaining the confirmation email they receive from the Promoter, as their proof of claim. If for any reason an Entrant is unable to obtain an invoice prior to the end of the Redemption Period, they must notify the Promoter via email to cashbacksupport.bnd@duluxgroup.com before the end of the Redemption Period. No claims will be accepted after the Redemption Period, unless prior notification has been provided to the Promoter and accepted by the Promoter in its absolute discretion as valid, and the Entrant has received a confirmation email from the Promoter. Entrants should allow up to 6 weeks for validation and cash back processing from the date their claim is received (as determined by the Promoter).

Only Eligible Purchases made during the Purchase Period will be valid for the Promotion. Any purchases made before or after the Purchase Period will be deemed invalid and will not receive a cash back. All claims must be received by the Promoter before 11:59pm AEDT on 9 November 2018. Any claim received after that date will be invalid, unless otherwise specified in these Terms and Conditions.

Claim Limits

Entrants may submit more than one claim during the Purchase Period, provided: (a) only one claim is submitted for each Eligible Purchase; and (b) each claim is submitted separately and in accordance with these Terms and Conditions. Cash backs are not exchangeable or transferable. Notification and proof of purchase and claim retention requirements

On submission of a valid claim, a confirmation email will be sent to the Entrant's nominated email address. Entrants must check their claim carefully; if they wish to amend or withdraw their claim, they must contact the Promoter within 72 hours of claim submission via email to cashbacksupport.bnd@duluxgroup.com. Should an Entrant not contact the Promoter within 72 hours, a delay in processing the claim may occur.

Entrants must keep their confirmation email safe, as it is their proof of claim and they may need to produce it at any time during verification. Entrants must also retain their tax invoice for the Eligible Purchase and provide it upon request by the Promoter, for verification purposes.

Cash Back Details

The cash back amount will depend on the Eligible Product purchased in the Eligible Purchase, as outlined in the table below. Cash backs will be payable via direct debit or Paypal, as chosen by the Entrant at time of claim submission. Every valid and verified claim received during the Redemption Period will receive a cash back, corresponding to the Eligible Product purchased, as follows:

| Eligible Product Purchased | Cash Back Amount |
|--|-------------------------|
| B&D Roll-a-Door (B&D Product Codes R1D, R2L, R2W, R3W) | \$100 |
| B&D Panelift Door (B&D Product Code PFT) | \$150 |
| B&D Panelift Icon Door (B&D Product Code PFI) | \$250 |

Claim Dates Requirements

All Eligible Purchases must be made during the Purchase Period. All claims must be submitted during the Redemption Period.

Verification Requirements

Entrants must retain their original itemised receipt/s and confirmation email to verify each claim and must retain these until their cash back has been received.

Additional Terms – Use of entries

By submitting an entry to the Promotion, each Entrant assigns all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the Entrant (of royalties, compensation or otherwise). By submitting an entry, each Entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.

Additional Terms

Any cost associated with accessing the online redemption website or any email is the Entrant's responsibility and is dependent on the Internet service provider used. The Promoter makes no guarantee of the availability of any website and will not be held responsible for interruption of service that may interfere with the ability to submit a claim. The Promoter is not responsible for charges incurred by an Entrant.

It is the responsibility of the Entrant to provide correct and complete details at the time of claim submission. Any cash back sent to a wrong bank account or Paypal account due to incorrect information provided by the Entrant is not the responsibility of the Promoter, who will not be liable to pay the amount again to the Entrant, or seek to recover the amount. If the Promoter requires any further information in order to validate a submitted online claim form, the Promoter will inform the Entrant using the email or phone contact details provided by the Entrant. The Entrant will then have 7 days from the date of the notification email or phone call to provide the requested information to the Promoter, unless expressly stated otherwise in the notification email. The Promoter reserves the right to invalidate any claims if an Entrant fails to provide the requested further information within seven days of the notification email from the Promoter. The Promoter will not be liable for delays or non-payment of claims that arise from incorrect information supplied by an Entrant. This includes name, address, email or other details.

Should the Entrant's contact details change during the promotional period, it is the responsibility of the Entrant to notify the Promoter by contacting it at cashbacksupport.bnd@duluxgroup.com.

Terms and Conditions

1. Information on how to enter the Promotion and cash backs form part of these Terms and Conditions. Participation in this Promotion 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 cash back to the ineligible person. Return of the cash back 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 cancelled or returned purchases, and any entry which has incorrectly entered personal information or contact details, or any other details requested at the time of claim 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. 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 cash back

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;
 - b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
7. 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 of fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate.
 8. 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. Any delays or errors in transmission are not the responsibility of the Promoter.
 9. Any costs associated with participating in the Promotion or accessing the Promotion website are the Entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
 10. 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.
 11. 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.
 12. As a condition of claiming a cash back, 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 cash back suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
 13. 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.
 14. The cash back(s) and/or parts of the cash back(s) is/are not transferable or exchangeable.
 15. 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 cash back 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 tax liability incurred by a winner or Entrant; or (f) use of the cash back.

16. 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 Promotion or accepting or using any cash back, 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 statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. 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 cash back. 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.
18. In addition to the privacy term set out above, if the Entrant has ticked the "opt-in" box, the Promoter may also use personal information Entrants provide to send information about the Promoters products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.
19. **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.
20. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the Promoter's privacy policy is available at www.bnd.com.au/your-privacy or on request. If Entrants have any concerns or queries about the way their personal information is managed by the Promoter or wish to seek access to, or correct, personal information held by the Promoter, they should contact the Promoter by telephoning its customer service call centre on 13 62 63 or contact its Privacy Officer via privacy@duluxgroup.com.au or by calling +613 9263 5678. Some of the third parties to which we disclose personal information may be located in other countries and you acknowledge that, while they will often be subject to confidentiality or privacy obligations, they may not always follow the requirements of Australian privacy laws.