

## TERMS AND CONDITIONS

### CSR GYPROCK LUNAR NEW YEAR PROMOTION 2022

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Gyprock Trade Centres only.

#### PROMOTIONAL PERIOD

2. The promotion commences at **6:00am** (AEST) on **24/01/2022** and ends at **17:00pm** (AEDT) on **02/02/2022 (Promotional Period)**.

#### ELIGIBILITY

3. Entry is only open to residents of Australia aged 18 years or older who enter a Gyprock Trade Centre and receive a Fortune Cookie (**Entrants**). Fortune Cookie limits apply. Employees or contactors of Entrants may enter on behalf of an Entrant but must state the name of the business or entity upon their Entry.
4. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

#### HOW TO ENTER

5. To enter the promotion, Entrants must, during the Promotional Period:
  - a. Receive a Fortune cookie and open the fortune cookie to see if a customer has won an instant prize. Fortune Cookies limits apply. If a customer has won an instant prize, they must register their details to claim their prize at [winwithgyprocktrade.com.au](http://winwithgyprocktrade.com.au).
6. Entries received will be considered final by the Promoter. Incomplete, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant will deem their Entry invalid.
7. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and

will render all Entries submitted by that Entrant invalid.

8. Costs associated with accessing the Promotional website remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.

### Second Chance DRAW

9. As this is an instant prize, no prize draw will be required.
10. For any unclaimed prizes, a second chance draw will take place at **10:30am** (AEDT) on **14/02/2022** at CSR Limited (ABN 90 000 001 276) of Trinita 3, Level 5, 39 Delhi Road, North Ryde, NSW 2113. All second chance prizes will be randomly drawn.
11. The winners will be notified personally within two (2) days of the draw, and their name and locality will be published on Gyprock Trade Social Media sites on the **16/02/2022**. All reasonable steps to notify the winners of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

### PRIZES

13. Instant win prizes seen below:

Details of prizes	There are three categories of Prizes including Major, Minor (Store) and Weekly prizes				
	Category	Prize	RRP* Value Each	Quantity	Total prize value
	<b>Prizes</b>	<b>Trademark Wholesale Tradie Pack</b> - LIGHT WORK LED COMPACT 1000LM 10W TRADEMARK WHOLESALE - STUBBY COOLER TRADEMARK WHOLESALE	\$43	57	\$2,451
<b>Gorilla Tradie Pack</b> - PLATFORM 450MM ALUM 600-900MM GORILLA - Gorilla Cooling Vest - Gorilla T-Shirt - Gorilla Trucker hat		\$330	5	\$1,650	

		- Gorilla stubby holder - Gorilla frisbee			
		<b>Wallboard Tools Tradie pack</b> - SANDER & VAC CL-L 30L WALLPRO WPD-7 - MIXER POWER SUPA WALLPRO 1200WT	\$844	5	\$4,220
		<b>Intex Drywall Systems Tradie pack</b> - K3899 PlasterX Swing Knife with scabbard - C7200 Intex Chalk Reel - LM060 intex Magnetic Level	\$64	57	\$3,648
	<b>Final Prize Value</b>			<b>124</b>	<b>\$11,969</b>
Total number of prizes	124				
Total Prize Value	Total prize pool (inc GST): <b>\$11,938.18</b> *The above RRP/SRP (Suggested Retail Price) pricing has been supplied by our prize partners.				

14. The Promoter accepts no responsibility for any mechanical, body or paint repairs or repairs or maintenance of any kind relating to the prizes after the date and time of prize collection by a winner. Any prizes depicted in any promotional material are not necessarily the same colour or grade as each prize and are for illustration purposes only.
15. It is a condition of accepting and participating in a prize that a winner may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
16. The Promoter reserves the right to request a winner produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner before issuing the prize.
17. The total maximum prize pool value is \$11,969 inc GST. The prizes are not

transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price (including GST).

## **GENERAL**

18. The Promoter may conduct a further draw at the same time and place as the original draw as is necessary on **15/04/2022** in order to distribute any prize(s) (if any) unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of any winner(s) in the unclaimed prize draw, the winner(s) will be notified in writing and their name and will be published on Social Media by the **20/04/2022**. All reasonable steps to notify the winner(s) of the results of the unclaimed prize draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
19. Entrants can only enter in their own name. Individuals who submit an Entry in their own name as a result of a Transaction made on behalf of an Entrant without permission, or without disclosing the name of the business or entity upon their Entry, are ineligible to participate in the promotion and their Entry may, at the discretion of the Promoter, be deemed invalid. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.
20. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then all the entries of that Entrant may be ineligible and deemed invalid.
21. The Promoter reserves the right to verify the validity of any and all Entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging

in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

22. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
23. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition. Applicable manufacturers, and/or distributors should be contacted in regard to all prize warranty claims.
24. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
25. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable State or Territory legislation.
26. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion.

27. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.
28. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
29. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

## **PRIVACY**

30. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.
31. If the Promoter collects an Entrant's Personal Information, the Promoter will provide to the Entrant, at time of entry into the promotion or as soon as reasonably practicable thereafter, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
32. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at [info@csr.com.au](mailto:info@csr.com.au). All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at <https://www.csr.com.au/privacy-policy>
33. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special

offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

34. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

35. **Promoter:** CSR Limited (ABN 90 000 001 276) of Trinita 3, Level 5, 39 Delhi Road, North Ryde, NSW 2113; telephone: 1300 306 556.