

# TERMS AND CONDITIONS – CARPORT PROMOTION

1. Instructions on how to claim and the offer form part of these terms and conditions ("Terms and Conditions"). Participation in this Fair Dinkum Sheds carport Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer.
2. The Promotion is for a Gift, deliverable to each Eligible Customer who Purchases a Participating Product from any authorised Fair Dinkum Sheds distributor ("Participating Retailer") and is one of the first 160 Eligible Customers to submit an Online Claim Form in accordance with these Terms and Conditions (capitalised terms are defined).
3. The promoter is FBHS (Aust) Pty Limited ABN 83 126 232 504 of Suite 110, 1 Centennial Dr Campbelltown NSW 2560 ("Promoter" or "Fair Dinkum Sheds").
4. The Promotion commences at 9.00am (AEST) on 21 October 2016 and closes at 11:59pm (AEST) on 25 November 2016 ("Promotional Period"), unless amended by the Promoter (at its absolute discretion).

## Definitions

5. For the purposes of these Terms and Conditions:
  - a) "Gift" means a "Tackleworld Fishing Pack", valued at over (AUD) \$300 RRP. Gift includes Shimano Eclipse 762 Snapper, Sienna 4000FB, IFISH Cap - Fish Camo, Dogtooth Fluorocarbon Leader - 15lb, IFISH Monster Tuna DVD, Braid Scissors, Instinct Lexis Mono - 12lb, Instinct Lure, Strada Lure, Strada Lure, Instinct Octopus Hooks - 2/0, Instinct Octopus Hooks - 4/0, Instinct Baitholder Hooks - 1/0, Instinct Long Shank Hooks – 4, Instinct Long Shank Hooks – 1, Instinct Snap Swivels – 6, Instinct Black Barrel Swivels – 7, Instinct Black Barrel Swivels – 4, Instinct 3 Way Swivels – 2, Strike Pro Reaction Baits, Strike Pro Reaction Baits, Instinct Lumo Ball Sinkers – 2, Instinct Lumo Ball Sinkers – 3, Instinct Lumo Beads - 6x10, Zenelli 15cm Fillet Knife. Gift components, including without limitation model and colour, may alter at the discretion of the Promoter. Gift value is correct at time of printing but no responsibility is accepted for any variation in the value of any gift.
  - b) "FDS Job Number" means the job or order reference number given to each carport order in the Fair Dinkum Sheds 'MultiPort' software. This number is in the format 'ABCD1234' and will appear on plans and most invoices, or by requesting the information from the authorised Fair Dinkum Sheds distributor that placed the carport order;
  - c) "Participating Product" means a carport ordered via an authorised Fair Dinkum Sheds distributor, using the Fair Dinkum Sheds MultiPort software;
  - d) "Proof of Purchase" means either a tax invoice or contract clearly stating the specifications of the Participating Product, the Participating Retailer (including the relevant store details) from which the Participating Product was purchased, the price paid for the Participating Product, and the time and date of Purchase;
  - e) "Purchase" means payment in full; and

## Eligibility and claims

6. To be eligible to claim a Gift, a customer must:
  - a) be a natural person aged 18 years or over and ordinarily reside in Australia, and not

be a company, franchisor, business or organisation of any description, or an employee of the Promoter, or franchisor, or any immediate family member of such a person;

b) Purchase a Participating Product from a Participating Retailer during the Promotional Period, subject to clause 18;

c) subject to clause 6d), no later than 31 days after Purchasing a Participating Product from a Participating Retailer, visit [www.fairdinkumsheds.com.au/carportpromo](http://www.fairdinkumsheds.com.au/carportpromo) ("Website"), follow the prompts to the online claim form ("Online Claim Form"), and:

i. input the required personal information, including, but not limited to, the customer's name, email address, Australian residential address and telephone number;

ii. subject to clause 11, provide a copy of the Proof of Purchase in respect of the Participating Product Purchased, which may be in the form of a scanned copy or photograph;

iii. subject to clause 9, input the FDS Job Number of the Participating Product Purchased; and

iv. submit the completed Online Claim Form.

and

d) be one of the first 160 Eligible Customers to submit a valid claim.

(each eligible claim an "Eligible Claim" and each eligible customer an "Eligible Customer").

7. Each Eligible Claim must have a unique FDS Job number and only one Eligible Claim is permitted per Participating Product.

#### FDS Job Number & Proof of Purchase

8. Subject to clause 9, customers must provide the FDS Job Number of their Participating Product and upload a photo and/or scan of their Proof of Purchase on their Online Claim Form no later than thirty-one (31) days after Purchasing their Participating Product.
9. The Promoter will validate all FDS Job Number and Proof of Purchase submitted by customers and will inform any customers who have provided an invalid FDS Job Number and/or Proof of Purchase by email. Each such customer will then have fourteen (14) days from the date of the notification email to inform the Promoter of the correct FDS Job Number or Proof of Purchase of their Participating Product in the manner requested by the Promoter.
10. The Promoter may invalidate a claim if a customer (whether or not an Eligible Customer) has failed to provide a valid FDS Job Number and/or Proof of Purchase within fourteen (14) days of notification of an invalid FDS Job Number and/or photo of Proof of Purchase by the Promoter.

#### Claim validity

11. Without limiting clause 14, within a reasonable period of time after the submission of each Online Claim Form, the Promoter or its agent will validate each submitted Online Claim Form by verifying the Proof of Purchase.

12. Without limiting clause 14, if the Promoter (or its agent) requires any further information in order to validate a submitted Online Claim Form, including where any of the details stated in or submitted with an Online Claim Form are missing, incorrect or illegible, the Promoter (or its agent) will inform the relevant customer of the required information by email. The customer will then have fourteen (14) days from the date of the notification email to provide the requested information to the Promoter (or its agent), unless expressly stated otherwise in the notification email. The Promoter may invalidate any claim, or to determine that a claim is not an Eligible Claim, if a customer fails to provide the further requested information within fourteen (14) days of the notification email from the Promoter (or its agent).
13. The Promoter reserves the right, at any time, to verify the validity of claims and customers (including but not limited to a customer's identity, age and place of residence, and the Participating Product's Proof of Purchase) and to disqualify any customer who submits a claim that is not in accordance with these Terms and Conditions, who tampers with the claim process, or who is not otherwise an Eligible Customer. The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. Eligible Customers will be notified by email to their nominated email address if their claim is deemed to be valid.

#### Gifts

15. The Promoter will only deliver a Gift to an Australian address. The Promoter will not deliver to a PO Box. Eligible Customers should allow sixty (60) days from the date their claim is deemed valid by the Promoter to receive delivery of their Gift to their nominated Australian address. It is the responsibility of each Eligible Customer to provide the correct mailing address and personal information on the Online Claim Form in order to receive their Gift. Without limiting clause 24, the Promoter is not liable for any Gift not being delivered to, or received by, an Eligible Customer because that Eligible Customer has not provided a correct mailing address or has provided a PO Box.

#### General

16. Subject to clauses 12 and 13, incomplete, indecipherable or illegible claims will be deemed invalid. Each Eligible Customer is responsible for ensuring that their correct contact email, telephone number and address are provided in their Online Claim Form, and that any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Customer fail to receive their Gift because of a failure to notify the Promoter of a correction or change to their contact details. Errors or omissions may be accepted in the sole discretion of the Promoter.
17. Subject to clause 25, the Promoter may reclaim from an Eligible Customer the Gift, or take account of the Gift in calculating any refund payable, if the initially Purchased Participating Product is returned for a refund or exchange after the Eligible Claim has been processed and fulfilled.
18. If a Gift is unavailable, the Promoter, in its discretion, may substitute that Gift with a gift to the equal value and/or specification.
19. Each Gift is not transferable or exchangeable and not redeemable for cash, and each Gift will only be delivered to the relevant Eligible Customer whose name appears on the Online Claim Form.
20. 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,

the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) disqualify any customer or Eligible Customer; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.

21. This Promotion period may be amended at the Promoter's absolute discretion, but in any event is limited to the first 160 Eligible Customers who submit a valid and accepted Online Claim Form.
22. Any cost associated with accessing the Promoter's website for the purpose of submitting the Online Claim Form is the responsibility of the Eligible Customer and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and is not responsible for interruption of service that may interfere with the ability to participate in the Promotion or to receive a Gift. The Promoter is not responsible for any disruption to, or failure of, postage services, and is not responsible in the event of a delayed, lost or misdirected Gift.
23. Subject to clause 25, 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 claim, original purchase documentation or Gift 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 the Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a customer or Eligible Customer; or (f) any use of a Gift.
24. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation which may not be excluded, restricted or modified by agreement. The winner should look to the manufacturer of products awarded as gifts for all warranties.
25. 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, offer suppliers, Participating Retailers and, as required, to Australian regulatory authorities. Validity of an Eligible Claim is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an Eligible Customer. Eligible Customers should direct any request to access, update or correct information to the Promoter. All claims (whether or not Eligible Claims) become the property of the Promoter. These Terms and Conditions are deemed to incorporate the Promoter's privacy policy and, by making a claim (whether or not an Eligible Claim) under the Promotion, each customer and Eligible Customer accepts the terms and conditions of the Promoter's privacy policy, accessible at <http://www.fairdinkumsheds.com.au/terms-conditions>.
26. This Promotion is governed by the laws of New South Wales and each customer (whether or not an Eligible Customer) submits to the exclusive jurisdiction of the courts of that State.

Consumer promotion support is available at:

Web: 'Contact Us' page

Email: [marketing@fdhs.com.au](mailto:marketing@fdhs.com.au)

Phone: 02 4646 8200