**FLETCHER INSULATION PTY LIMITED “WIN 1 OF 3 MASTERBUILT GRAVITY SERIES 560 DIGITAL CHARCOAL GRILL + SMOKER” PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, participating Bowens Stores and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
5. Entries into the promotion open on 01/03/2022 and close at 11.59pm VIC local time on 31/03/2022 (“**Promotional Period**”).
6. To be eligible to enter, individuals must purchase any Pink® Batts®, Pink® Soundbreak® or FirmSoft® glasswool batt pack or packs from a Bowens store located within the state of Victoria during the Promotional Period (“**Qualifying Transaction**”).
7. To enter, individuals must then undertake the following steps during the Promotional Period:
* visit <https://insulation.com.au/bowensgiveaway/>;
* input the requested details (including given name, surname, email address, phone number, amount spent on Pink Batts®, Pink® Soundbreak® or FirmaSoft® glasswool batts purchase, Bowens store location and date of purchase);
* upload a legible copy of their purchase receipt for their Qualifying Transaction; and then
* submit the fully completed online entry form .
1. Multiple entries permitted, subject to the following: (a) only one entry permitted per Qualifying Transaction (regardless of the number of Pink® Batts®, Pink® Soundbreak® or FirmSoft® glasswool batt pack or packs purchased in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
2. 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 a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
3. 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 reserves the right, in its sole discretion, to disqualify any individual 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 thepromotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
4. Incomplete, indecipherable or illegible entries will be deemed invalid.
5. 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.
6. The draw will take place at Anisimoff Legal, Suite 5 Erina Plaza, 210 Central Coast Highway Erina NSW 2250 on 08/04/2022 at 11:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by telephone and in writing via email. Winners’ names will be published online at <https://insulation.com.au/bowensgiveaway/>  and in The Age newspaper on 12/04/2022.
7. The Promoter’s decision is final and no correspondence will be entered into.
8. The first three (3) valid and correct entries drawn will each win a Masterbuilt Gravity Series 560 Digital Charcoal Grill + Smoker valued at RRP $1,299 each.
9. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner’s behalf.
10. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
11. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
12. Total prize pool value is $3,897. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
13. Entrants 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
14. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
15. Any cost associated with accessing the promotional website is the entrant’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 entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
16. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
17. 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.
18. The Promoter collects personal information ("**PI**") in order to conduct the promotion. By submitting an entry, you consent to the Promotor disclosing such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://fletcherbuilding.com/privacy-statement/>. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI overseas, see the Promoter’s Privacy Policy for more details.
19. The Promoter is Fletcher Insulation Pty Limited (ABN 72 001 175 355) of

127 Frankston - Dandenong Rd, Dandenong South VIC 3175.