

## **Builder Better with Bowens Promotion –Terms & Conditions**

Participation in the promotion constitutes acceptance of these terms and conditions: 1. The Promoter is BOWEN & POMEROY P/L (Bowens – The Builders Choice) ABN 78 004 174 887, of 48-50 Hallam South Road, Hallam Victoria 3803

2. Bowens Build Better with Bowens Promotion will commence at 6.00am AEDT on 1 May 2022 and will close at 11:59pm AEST on 31st August 2022. The promotion is open to Australian residents in all eligible states/territories who are account customers of Bowens, fulfil the method of entry requirements and are 18 years of age or older.

3. Participation and redemption of the prize in any and all components of the 'Bowens Build Better with Bowens' package is conditional on the participants being account customers of Bowens as at October 13th, 2022. The Experience commences on October 13th and finishes on October 16th, 2022.

4.1 There are a total of 15 prizes with a total prize pool of up to \$6000 each. Bowens customers will enter a prize draw and will earn one entry per pack of Weathertex Cladding purchased during 1<sup>st</sup> May 2022 until 31<sup>st</sup> August 2022.

A customer is eligible for a single entry in the prize draw for 1 point per dollar spent through competition period on Weathertex Products

- 4 x Bonus Points for using NEW Fusion Range & Ecogroove 75mm
- 2000 x Bonus points for customers that complete a duel call with Bowens account manager

Members with the highest result based on growth over their set target, will have a ticket drawn from their builder customer draw. The winner will receive 1 ticket. Customers must use their ticket for a Principal, Business Partners or Employee of the winning customer. Award of the ticket(s) to any alternate member representative must be approved by Bowens in writing. The total prize value is approx. \$6000 per person.

4.2 The draw will take place at Bowens Support Office 48-50 Hallam South Road, Hallam Victoria 3803 on 1<sup>st</sup> September 1<sup>st</sup> at 10.00am AEST in the presence of an independent scrutineer. The winners will be notified on September 1st 2022 via telephone and email and published on [www.bowens.com.au](http://www.bowens.com.au) by September 3rd 2022.

4.3 The winning Bowens account customer must be paid up to date to be eligible to be awarded with the prize. In the event the winning builder's payment are overdue, the prize will be re-drawn.

4.4 In the event that no member achieves the minimum target, the tickets will be awarded to a member agreed on between Bowens and Weathertex based on performance.

4.4. If Bowens receive notification of a customer resignation prior to the prize date, the customer will automatically be excluded. This ticket will be offered to the next eligible member. The decision made by Bowens management is final.

4.5. In the event that the builder winner is unable to attend the prize, this ticket will be re-drawn.

4.6 In the event the prize is not claimed by 9:00am AEST September 3<sup>rd</sup> 2022, the prize will be redrawn at Bowens Support Office 48-50 Hallam South Road, Hallam Victoria 3803 on September 3<sup>rd</sup> 2022 at 10.00am AEST. The winners will be notified on September 3<sup>rd</sup> 2022 via telephone and email and published on [www.bowens.com.au](http://www.bowens.com.au) by September 6<sup>th</sup> 2022.

5. The prize includes economy return flights from the members' point of origin (exceptions apply to some locations and other arrangements will be made to transfer to alternative airports) to Queenstown, New Zealand, 3 Nights' accommodation at the 5 Star Hotel St Moritz in Single Rooms, transfers to and from, activities and all main meals.

5.1 It is a condition of taking the Trip Prize that each traveller will be required to have current travel insurance and must provide proof upon request of the Promoter.

5.2 It is a condition of taking the Trip Prize that each traveller is fully vaccinated against COVID-19 in accordance with government regulations and must provide proof to the promoter and involved businesses including but not limited to airlines, transport companies, accommodation and tour providers.

6. Participants who attend the 'prize' are responsible for all costs not expressly included as part of the 'Prize' and any deviation to the group flight routing, dates or class of travel. Participants are therefore responsible for costs such as transport costs to and from the domestic departure/return point, meals and beverages not expressly provided for as part of the nominated accommodation or a meal function arranged by Bowens, any ancillary hotel costs such as any additional accommodation, mini bar, telephone calls, internet charges, laundry etc.

7. All prizes must be taken as offered. The reward, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. The Promoter accepts no responsibility for any variation in the prize value. Bowens will not be liable other than expressly provided in these terms and conditions for the refund of any costs incurred by a participant if a participant is unable to travel. Any changes after the RSVP date will incur change and transfer fees. You (the customer) will be liable for any fees incurred.

8. Where the prize is awarded as a voucher/pass/ ticket, the Promoter will not be liable for any voucher/pass/ticket that has been lost, stolen, forged, damaged or tampered with in anyway. The Promoter is not responsible for resolution of any disputes regarding the distribution of any voucher/pass/ticket. Redemption of the prize will be subject to the terms and conditions stipulated by the provider of the voucher/pass/ticket.

9. Participants who attend the 'prize' consent to the Promoter using the participant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this program including any outcome.

10. If this promotion or the event 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 modify, suspend, postpone, change the location of, or cancel the promotion or event, as appropriate without liability.

11. 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 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 to the prize stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

12. The Promoter is not responsible for any error, omission, interruption, deletion, defect in operation or transmission, communications line failure, theft, destruction or unauthorised access to, or alteration of entries occurring in relation to the conduct of the Promotion. Additionally, the Promoter accepts no responsibility for any message not received by the promoter or delays in the delivery of the message due to technical disruptions or for any other reason (including, without limitation, any failure or delay by a carriage service provider in delivery of any message sent in relation to the Promotion).