

JAMES HARDIE + PASLODE PROMOTION (NATBUILD)

TERMS AND CONDITIONS

1. Information on how to claim and the reward form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is The National Building Suppliers Group Pty Ltd (ACN 064 279 787), Level 1, Unit 4, 270 Ferntree Gully Road, Notting Hill, VIC 3168, telephone 03 9501 9555 ("Promoter").
3. Claims are only open to Australian residents aged 18 years or over who hold an active trade account with an Eligible Natbuild Member (defined below).
4. An Eligible Natbuild Member is any hardware or building supplies store (or chain) that is registered for the Natbuild Member Program. A full list of Eligible Natbuild Members is available here: <https://www.natbuild.com.au/members/> (each an "Eligible Natbuild Member").
5. Employees (and their immediate families) of the Promoter 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.
6. Claims open on 5 July 2023 and close at 5:00PM AEST on 30 September 2023, or until 150 rewards have been claimed, whichever is first to occur ("Claim Period").
7. To claim a reward, eligible individuals must purchase both a Twin Paslode Kit (including S20513 Cladding Pair and S20515 Paslode Coilmaster / FrameMaster Pair) AND a minimum of \$3,000 Inc GST of participating James Hardie™ products using their Natbuild Member trade account during the Claim Period ("Qualifying Purchase"). For the purposes of this promotion, an eligible James Hardie™ product includes any Hardie™ Oblique Cladding, Hardie™ Fine Texture Cladding or Hardie™ Brushed Concrete Cladding product.
8. For clarity, the required spend does not have to be in a single transaction/order and can be made up of multiple transactions/orders over the Claim Period.
9. The first 150 claimants that makes a Qualifying Purchase will be awarded a reward in the form of an AU\$330 inc. GST credit applied to their Natbuild Member trade account.
10. Maximum of one (1) claim per pair purchased and qualifying James Hardie product purchased. Additional claims can be made providing the qualifications required are achieved and must not include any purchases used for a previous claim.
11. All Qualifying Purchases and any supporting material must be received by the Promoter before 5:00PM AEST on 30 September 2023. An individual will not be entitled to any reward in respect of any claims received after that time.
12. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including an claimant'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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
13. Incomplete, indecipherable, or illegible entries will be deemed invalid.
14. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
15. The Promoter's decision is final and no correspondence will be entered into.
16. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
17. 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 claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. 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.

19. 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 claim or reward 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.

20. The Promoter will not be collecting any personal information in order to conduct this promotion. For this promotion, only Natbuild Member trade account numbers will be disclosed to third parties, including but not limited to prize suppliers, as required and for the purposes of verifying the claimants and providing the rewards.