

Enter into the draw to WIN a Samsung TV with Monarch and Bowens

Terms and Conditions

1. Entry to this promotion is deemed acceptance of these Terms and Conditions. Headings in this document are included for ease of reference and do not affect interpretation in any way.
2. The Promoter is Bowens Timber and Hardware, a division of Bowen & Pomeroy Pty Ltd (ABN: 78 004 174 887), 50 Hallam South Road, Hallam, VIC 3803. PH: 0402 161 366; (Hereafter referred to as **“The Promoter”**)
3. This promotion is a Game of Chance and the winner will be decided by random draws.

4 WHO IS ELIGIBLE TO ENTER

4.1 To be eligible to enter you must be a current Bowens Benefit member and/or a Trade Account holder.

4.2 Please note that your contact details must be up to date to ensure that we can contact you if you are designated the winner.

4.3 Employees (and their immediate families) of The Promoters 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 first cousin.

5. HOW TO ENTER AND CRITICAL DATES

5.1 Bowens Benefit members and/or Trade Account holders will automatically receive one entry into the draw when you purchase any Monarch product with a limit of one entry for each transaction.

5.2 Multiple entries are accepted with one entry into the competition per transaction receipt that includes a Monarch product purchase.

5.3 The promotion starts at 9am (AEST) on Wednesday the 1st of July 2026 and final entries must be received by 11.59pm (AEST) on Wednesday the 30th of September 2026 (**The Promotional Period**).

6. THE PRIZE

6.1 There is one (1) prize to be won in total.

6.2 The first randomly drawn eligible entry will win one (1) Samsung 65-inch Q7F QLED 4K Smart TV (2025). model no: QA65Q7FAAWXXY) valued at \$1391 r.r.p.

6.3The total prize pool is valued at \$1391.

7. DETERMINATION AND ANNOUNCEMENT OF THE WINNER

7.1The winner will be drawn via a random electronic draw at 10am (AEST) on Tuesday the 6th of October 2026 at Bowen & Pomeroy Pty Ltd. 50 Hallam South Road, Hallam, VIC 3803.

7.2The winner will be contacted within two (2) days of the draw via phone and email.

7.3The winner's name will be announced on Competitions & Promotion | Bowens and Bowens Socials @bowensau within four (4) days of the draw.

7.4The winner will receive their prize via courier. The winner indemnifies The Promoter and Australian Brushware Corporation Pty Ltd from all disputes and legal actions for any prize that is mislaid, addressed incorrectly, not delivered, damaged, or stolen from the winner's premises or theft from postal services,

7.5If for any reason the winner cannot be contacted or is declared ineligible to win the prize a redraw will take place at 10am (AEST) on Tuesday the 5th of January 2027 at Bowen & Pomeroy Pty Ltd, 50 Hallam South Road, Hallam, VIC 3803.

7.6The Winner will be contacted within two (2) days of the draw.

7.7The winner's name will be announced on Competitions & Promotion | Bowens and Bowens Socials @bowensau within four (4) days of the draw.

8.CONDITIONS OF ACCEPTANCE OF THE PRIZE

8.1The Winner indemnifies The Promoter and the prize supplier completely from any actions arising from, accepting the prize including, but not limited to, disputes and legal actions.

8.2If the prize is won by a trade business with a trade account at Bowens and the receipt is paid by the trade business the prize will be deemed to be won by the owner or owners of that business.

8.3If for any reason the winner does not take the prize (or an element of the prize), then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.

8.4The 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 the promotion. Errors and omissions may be accepted at their sole' 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.

8.5As a condition of accepting the prize, the winner may have to sign any legal documentation in the form required by The Promoter and/or prize suppliers in their absolute discretion, including but not limited to legal releases and indemnity forms.

8.6The prize will be awarded to the individual deemed by The Promoter to be the rightful recipient at The Promoter's sole discretion. If there is a dispute as to the identity of an entrant, The Promoter reserves the right, in their sole discretion, to determine the identity of the entrant.

8.7Unless expressly stated as being included in the Prize, all other costs and expenses associated with taking the Prize become the responsibility of Winner including but not limited to all other incidental and ancillary costs incurred by the Winner as a direct or indirect result of taking the Prize.

8.8The winner should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize or acceptance of the Prize.

8.9The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash or product.

8.10If the prize (or part of the prize) is unavailable, The Promoter, in their discretion, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

8.11By accepting a Prize, the Winner agrees that:

a) if requested by The Promoter the Winner will:

- i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
- ii. participate in any promotional activity in connection with the Promotion or the Prize;

b) The Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s or any other person;

c) The Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;

d) The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and

e) the Winner unconditionally and irrevocably consents to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

9. LIMITATION OF LIABILITY

9.1 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, or any other Platform. Eligible persons understand that they are providing their information to The Promoter and not to Facebook, Instagram, Twitter, or any other Platform. The information an Eligible Person provides will only be used for the purposes outlined in these Conditions. Any questions, comments or complaints about this Competition must be directed to The Promoter and not to Facebook, Instagram, Twitter, or any other Platform.

9.2 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 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, The Promoter, their associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize.

9.3 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, The Promoter, their associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of accepting the prize or

- a) any technical difficulties or equipment malfunction (whether under The Promoters control);
- b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
- c) any delays or failures in any telecommunications services or equipment;
- d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third-party interference;
- e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by The Promoters) due to any reason beyond the reasonable control of The Promoters;
- f) any variation in Prize value to that stated in these Terms and Conditions;
- g) any tax liability incurred by a Winner or Entrant;
- h) if a Prize or any part of a Prize is unavailable for any reason; or

i) use of the Prize.

9.4 If a Prize or service related to the prize is to be delivered directly to a Winner by a third party supplier, The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize or service, any loss or damage to the Prize or property, any delay or failure relating to the Prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.

1. In the event of war, terrorism, viral outbreak (epidemic or pandemic) that results in a nation-wide or state or border or suburb lockdown, state of emergency or disaster, The Promoter and their Prize supplier(s) reserve the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
1. 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 their 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.

10. COLLECTION AND USE OF YOUR PERSONAL INFORMATION

10.1 The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to related bodies corporate, agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. In particular, The Promoter will disclose such PI to Australian Brushware Corporation Pty Ltd to ensure prize delivery. In addition to any use that may be outlined in The Promoter's Privacy Policy which can be viewed at www.bowens.com.au/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. Each 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. Entry is conditional on providing the requested PI. All entries become the property of The Promoter. Unless otherwise indicated by The Promoter.