

TERMS AND CONDITIONS – BARWON TIMBER TRADE PROMOTION LOTTERY

1. This promotion (**Promotion**) is conducted and promoted by Barwon Timber & Hardware Pty Ltd (ABN 39 006 592 525) of 50 Fellmongers Road, Breakwater, 3219 as the promoter (**Barwon Timber**).
2. Entry to the Promotion constitutes acceptance of these terms and conditions (**Conditions**). If you do not agree with any part of these Conditions you should not enter the Promotion or accept any prize resulting from entry into the Promotion.
3. The Promotion is only open to Eligible Entrants. An "**Eligible Entrant**" is an individual who, at the time of entry:
 - (i) is a resident of Australia aged 18 years or older (13, with guardian / parent consent);
 - (ii) is not an employee of Barwon Timber or any of its related corporations or suppliers; and
 - (iii) is not a spouse, de-facto spouse, parent, child or sibling of an employee of Barwon Timber.
 - (iv) is a current holder of a Barwon Timber debtor account
4. Entries from persons who are not an Eligible Entrant are excluded from the Promotion and will not be considered.
5. The Promotion commences on September 6th 2021 at 00:01 AEST/AEDT and closes on 10 December 2021 at 23:59 AEST/AEDT (**Entry Period**). All entrants must ensure that their entry is received by Barwon Timber during the Entry Period. Barwon Timber takes no responsibility for any late or misdirected entry or for any delays or failures in submitting an entry.
6. Entries must be made by an Eligible Entrant by following the method of entry during the Entry Period to enter the Promotion. Failure to do so will result in an invalid entry. Barwon Timber will not advise an entrant if their entry is deemed invalid.
7. To enter, Eligible Entrants must purchase from Barwon Timber a box or pail of a H.B. Fuller product during the Entry Period. An Eligible Entrant will receive one entry ticket per box or pail of H.B. Fuller product purchased and must fill out the required details on the entry ticket and insert the completed entry ticket in the designated locked collection box located at Barwon Timber's store at 50 Fellmongers Road, Breakwater.
8. The winner of the Promotion will be determined by random prize draw which will take place at Barwon Timber's store at 50 Fellmongers Rd, Breakwater at 10:00am on 11 December 2021 by an appointed staff member drawing the winning ticket from the collection box. The collection box is locked and only able to be accessed by certain authorised employees of Barwon Timber.
9. The winning entrant will receive an 8' x 5' Tradesman Top Trailer (**Prize**). The total retail value of the Prize is \$4,000. Barwon Timber reserves the right to provide a substituted prize of the same or greater value if the original Prize is unavailable due to circumstances beyond the control of Barwon Timber.
10. The winner of the Prize will be notified on or before 5:00pm on 11 December 2021 by email sent to the email address provided on the entry ticket. Barwon Timber accepts no responsibility for unread, undelivered or incorrectly provided email information.
11. The winner of the Prize will also be published online on Barwon Timber's Instagram and Facebook pages.
12. The winning entrant must respond to Barwon Timber in the manner outlined in the email notification by 4:00pm on 18 December 2021 in order to claim the Prize and arrange for its delivery.
13. Barwon Timber will use its reasonable efforts to notify the winning entrant but if the winning entrant fails to claim the Prize by failing to respond to Barwon Timber by 4:00pm on 18 December 2021, the Prize will be deemed unclaimed and result in a re-draw on Monday 20 December 2021 at the same place as the promotion draw. If this occurs the original winning entrant will forgo all claims to the Prize and have no recourse to Barwon Timber.
14. Barwon Timber's decision as to the winning entrant of the Prize is final and conclusive and no correspondence will be entered into.

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15. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way by a cause outside the reasonable control of Barwon Timber (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), Barwon Timber reserves the right to cancel, terminate, modify or suspend or recommence the Promotion.
16. Barwon Timber reserves the right, at any time, to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions. Failure by Barwon Timber to enforce any of its rights at any stage does not constitute a waiver of those rights.
17. To the full extent permitted by law, Barwon Timber, its associated companies and agencies and all those entities' personnel (the **Relevant Parties**) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any entrant in connection with the Promotion or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death (a) any technical difficulties or equipment malfunction (whether or not under a Relevant Party'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 Barwon Timber) due to any reason beyond the reasonable control of Barwon Timber; (d) any variation in prize value to that stated in these Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the Prize. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Consumer Law.
18. Entrants' personal information will be collected by or on behalf of Barwon Timber to enable it to administer the Promotion and publicise the winner and each entrant consents to such information being used for such purposes. Persons may contact Barwon Timber by post at the address stated in condition 1 to request access to, or corrections of, any of their collected personal information that is held by Barwon Timber. If an entrant does not provide accurate personal information Barwon Timber may determine that they are not eligible to win the Prize. For Barwon Timber's full Privacy Policy, please visit www.barwontimber.com.au.
19. Facebook and/or Instagram may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram and to release Facebook or Instagram from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to Barwon Timber and not Facebook or Instagram. Instagram and Facebook membership and the use of Instagram and Facebook generally are subject to the prevailing terms and conditions of use available on their respective websites at www.instagram.com and www.facebook.com. Entrants understand that they are providing their information to Barwon Timber and not to Instagram or Facebook.
20. The Promotion and these Conditions are governed by the laws of the State of Victoria and entrants accept the non-exclusive jurisdiction of courts and tribunals of the State of Victoria in connection with disputes concerning the Promotion.