

K & J Weir Plumbing & Drainage

“HIGH 5 - MATCH 5 & WIN” promotion.

Terms and Conditions of Entry

1. Information on how to enter and prizes forms part of these Terms and Conditions of entry. Submission of an entry is deemed acceptance of these Terms and Conditions of entry. Terms and Conditions of the K & J Weir Plumbing & Drainage “High 5 MATCH 5 & WIN ” promotion (“The Promotion”) can be found at the promoter's business premises at 10 Heinrich Street, Mackay Qld 4740.

2. Entry is only open to all Queensland residents, over 18 years of age. Employees (and their immediate families) of the Promoter, Participating Suppliers 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.

DATES

3. The Promotion commences Saturday 1/8/2015.

4. Entries close 12.00pm AEST Friday 30/10/2015.

5. The draw to select the four people (the “Contestants”) to play the Game will take place 7.30am on Thursday 12/11/2015.

6. The Game for the Chance to Win \$25,000.00 will be played at 1:00pm on Friday 13/11/2015.

7. Promotional Period is from 1/8/2015 to 30/10/2015.

HOW TO ENTER

8. Once an invoice or purchase to the value of \$90.00 including GST or more has been paid for in full by the due date the customer will be entitled to one entry into the draw. A copy of the paid invoice will be placed into an official entry box at K & J Weir Plumbing and Drainage PO Box 1030, Mackay QLD 4740

9. For account customers, their full account balance must be within contracted payment terms at the end of the Promotional Period for their entries to be valid. At the end of the Promotional Period, the correct number of valid entries for each account customer will be added to the entry box prior to the draw taking place.

10. Multiple entries permitted, subject to the following:

- (i) only one (1) entry permitted per specified purchase requirement; and
- (ii) each entry must be submitted separately and in accordance with entry requirements.

11. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions of entry or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

12. 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.

13. Incomplete, indecipherable or illegible entries will be deemed invalid.

DRAW TO SELECT CONTESTANTS

14. The draw shall take place at SeaFM Radio Station, 123 Victoria Street, Mackay at 7.30am Thursday 12/11/2015, where four (4) entrants will be drawn from all entries received. The first four valid entries selected will be the successful entrants and will be contacted in writing and/or phone. Each of these four people will then be given the opportunity to participate in the "Game" for the chance to win \$25,000 as "the Contestant". The Promoter's decision is final and no correspondence will be entered into.

15. The four people selected, the 'Contestants', will be invited to play the "High 5 MATCH 5 & WIN " Game to win one of four (4) prizes;

- i. \$25,000 cash
- ii. \$5,000 cash
- iii. \$2,500 cash, or
- iv. \$500.00 cash

16. The Contestants are responsible for all transport to and from the Event and any accommodation associated with their stay, for the purpose of attending the Game.

17. If a Contestant cannot attend the Game, the Contestant may appoint a proxy over 18 years of age to play the Game on his/her behalf provided the Contestant gives the Promoter written, signed notice to that effect before the start of the Game.

18. If the Promoter has not been able to contact a Contestant before the start of the Game or the Contestant chooses not to attend the Game, a representative of the Promoter will play the Game on the Contestant's behalf. The Contestant will be awarded the Prize selected by the proxy/ representative of the Promoter. If the Promoter is unable to contact the Contestant by the time of the unclaimed prize draw, then they forfeit all rights to the prize determined by the Game.

GAME FOR THE CHANCE TO WIN \$25,000 ("THE GAME")

19. The Contestants will participate in the Game at 1.00pm on Friday 13/11/2015

20. There will be a set of forty (40) sealed and numbered Envelopes for each Contestant at the Game:

- (i) Five (5) of the Envelope will contain a message for the \$25,00 Cash prize;
- (ii) Six (6) of the Envelope will contain a message for \$5,000 cash;
- (iii) Nine (9) of the Envelope will contain a message for \$2,500 cash; and
- (iv) Twenty (20) of the Envelopes will contain a message for the \$500.00 cash

21. Each Contestant will select and then open one Envelope at a time and will continue selecting and opening one Envelope at a time until five (5) of the Envelopes opened by the Contestant all contain the same/matching Possible Prize, at which point the Contestant will receive that Prize. For example, to win the \$25,000 cash prize, the Contestant must open five (5) Envelopes each containing a message for the \$25,000 Cash Prize, before they open five (5) of any other Prize Envelopes.

22. The odds of winning each of the prizes are:

- (i) 1:500 for the \$25,000 Cash prize,
- (ii) 1:100 for the \$5,000 cash,
- (iii) 1:14 for the \$2,500 cash, and
- (iv) 1:2 for the \$500.00 cash

23. The Total Pool Prize is \$25,000.

24. When the Contestant selects a security envelope, they must do so without touching, handling or interfering in any way with any of the other security envelopes on display.

GENERAL

25. In the event that the Contestant does not accept or claim their Prize an unclaimed prize draw will take place at the same location as the first draw, at 12.00pm AEST on Monday 16/11/15 where another entry will be drawn. This entry will be awarded the prize drawn by the Contestant.

26. If for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.

27. 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 directions from a regulatory authority.

28. 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.

29. Any cost associated with accessing the Promoter's website is the entrant's responsibility and is dependent on the Internet service provider used.

30. As a condition of accepting the prize, a Winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

31. 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Participating Suppliers (including their respective officers, employees and agents) exclude 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.

32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Participating Suppliers (including their respective officers, employees and agents) are 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.

33. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

34. The Promoter and the Participating Suppliers collect personal information in order to conduct the promotion and may, for this purpose, disclose such information 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 information. The Promoter and the Participating Suppliers may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter and the Participating Suppliers. All entries become the property of the Promoter and the Participating Suppliers.

35. The Promoter is K & J Weir Plumbing & Drainage Pty Ltd, 10 Heinrich Street, Mackay Qld 4740 ACN: 010 495 904