

**Get renovation ready with Monarch**  
**Terms and Conditions**

**Promotion Details:**

<b>Promotion:</b>	Win 1 of 10 renovation packs worth \$400.
<b>Promoter:</b>	<p>The Promoter is Domain Holdings Australia Limited (ABN 43 094 154 364) of Level 5, 100 Harris Street, Pyrmont, NSW 2009.</p> <p>Phone: 1300 799 109 Email: <a href="mailto:support@domain.com.au">support@domain.com.au</a></p> <p>The Promoter is part of the Domain group of companies owned or controlled by Domain Holdings Australia Limited (ABN 43 094 154 364) (<b>Domain Group</b>).</p>
<b>Promotion sponsor</b>	Australian Brushware Corporation Pty Ltd. (ABN 81 068 706 829) of 143-147 National Boulevard, Campbellfield, Victoria 3061.
<b>Promotional Timings:</b>	<p><b>Start date:</b> 15/11/2021 at 12:01 am AEDT <b>End date:</b> 05/12/2021 at 11:59 pm AEDT</p> <p>Promotional Period: from the Start Date until the End Date.</p>
<b>Entrants:</b>	Entry is only open to Australian residents who are 18 years and over.
<b>Prize description</b>	<p>Prize description: Renovation pack worth \$400.</p> <p>Number of prizes / breakdown of prizes: 10 x renovation packs, each including:</p> <ul style="list-style-type: none"> <li>1 x \$200 Bunnings Gift Voucher</li> <li>1x Monarch 2.7 x 3.6m Canvas Drop Sheet</li> <li>1x Monarch 2.4 x 1m Domestic Zip Door Domestic</li> <li>1x Monarch Advance Plus 38mm Stiff Non Stick Scraper</li> <li>1x Monarch 150mm Flex Advance Plus Non Stick Scraper</li> <li>1x Monarch Advance Plus 5 in 1 Non-Stick Scraper Stiff 75mm</li> <li>1x Monarch 25mm Synthetic Round Detail Brush</li> <li>1x Monarch 33mm Synthetic Window Door Trim Brush</li> <li>1x Monarch 63mm Woodcare Paint Brush</li> <li>1x Monarch 230mm Rough And Textured Surfaces Roller Cover</li> <li>1x Monarch 270mm Rough And Textured Surfaces Roller Cover</li> <li>1x Monarch 270mm Comfort Grip Roller Frame</li> <li>1x Monarch 230mm Comfort Grip Roller Frame</li> <li>1x Monarch 270mm All Purpose Roller Cover</li> <li>1x Monarch 230mm All Purpose Roller Cover</li> <li>1x Monarch 1.2-2.4m Professional Aluminum Pole</li> <li>1x Monarch Mini Compact Caulking Gun</li> <li>1x Monarch 150g Mini White Silicone</li> <li>1x Monarch 250g Mini White Gap Filler</li> <li>1x Monarch 270mm Paint Deep Well Tray</li> <li>1x Monarch 100mm Fabric Short Frame Mini Roller</li> <li>1x Monarch 100mm Microfibre Long Frame Mini Roller</li> <li>1x Monarch 100mm Microfibre Mini Roller Refill - 10 Pack</li> <li>1x Monarch 100mm Fabric Mini Roller Refill - 10 Pack</li> <li>1x Monarch Mini 130g FILL SAND GO</li> <li>1x Monarch SmartLock 160mm Microfibre Walls &amp; Ceilings Mini Roller</li> <li>1x Monarch 160mm Foam Long Frame Mini Roller</li> <li>1x Monarch 160mm Foam Mini Roller Refill - 10 Pack</li> <li>1x Monarch 50mm Cutting In And Framing Synthetic Paint Brush</li> <li>1x Monarch 38mm Moulding And Skirting Synthetic Paint Brush</li> <li>1x Monarch 25mm Rat Tail Trim Paint Brush</li> </ul>

	<p>1x Monarch 75mm Rat Tail Trim Paint Brush  1x Monarch Fence Brush 2pk (75mm &amp; 100mm)  1x 50mm Wall Brush Monarch Advance</p> <p>Total value of prize(s): \$4000  Breakdown of prize value: Each prize pack is valued at \$400.</p> <p>Excluded from the Prize: This Prize is not redeemable or exchangeable for cash or any alternative goods or services.</p>
<b>Type of promotion</b>	This promotion is a game of skill.
<b>How to enter</b>	<p>To enter, participants must:</p> <ul style="list-style-type: none"> <li>• Visit <a href="http://www.domain.com.au/news/win-monarch">www.domain.com.au/news/win-monarch</a> and;</li> <li>• Tell us in 50 words or less which is their favourite renovation project and why and;</li> <li>• Complete their details including (but not limited to) name, phone number and email address.</li> </ul> <p>Only 1 eligible entry per person will be accepted.</p>
<b>Winner selection</b>	<p>This is a game of skill and chance plays no part in determining the winner. The judging and selection of the winner(s) will be conducted by judge(s) selected at the discretion of the Promoter. The selection of the winner(s) will take place at Domain Holdings Australia Limited at 600 Church Street, Cremorne, Victoria 3121 at 3pm AEDT on Monday 6 December 2021.</p> <p>The judge(s) will select the winning entry or entries from the valid entries received during the Promotional Period. The judge(s) may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry, ineligible Entrant or a prize being rejected or not collected.</p> <p>Each entry will be judged at the sole discretion of the judge(s) based on the originality, creativity and overall standout of the entry.</p> <p>The judge(s) decision is final and the Promoter will not enter into any correspondence regarding the result.</p> <p>All reasonable attempts will be made to contact the winner(s). If a prize remains unclaimed by a winner or unallocated for any reason by 7 March 2022, the prize will be forfeited and no cash or other alternative will be offered to that winner. Subject to any direction or requirement under State legislation, unclaimed prize(s) will be reallocated to the entrant that has submitted the next best entry after the first selected winner(s) based on the judging criteria. The selection of the winner(s) of any unclaimed prize(s) will take place at the Promoter's address at 3pm AEDT on 8 March 2022. The winner(s) will be notified by email within two days of the winner(s) being selected.</p>

#### Detailed Terms:

##### Entry into the Promotion

1. The Promotion Details above and all Detailed Terms below form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. Any capitalised terms used in these Terms and Conditions have the meaning given in the Promotion Details, unless stated otherwise.
3. The Promotion commences on the Start Date and ends on the End Date (**Promotional Period**).
4. Directors, employees and their Immediate Family Members of the Promoter, the Domain Group and any agencies or companies associated with the Promoter or the Promotion are not eligible to

enter. **Immediate Family Member** 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.

5. Valid entries by eligible Entrants will be accepted during the Promotional Period. No entries will be accepted after this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion, social media platforms faulting or for any other reason.
6. Illegible, incomprehensible and incomplete entries will be deemed invalid. An entry that is made on behalf of another person will also be deemed invalid.
7. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, inflammatory, offensive or defamatory comments, or which breach any law or infringes any third party rights, including intellectual property rights.
8. The Promoter reserves the right to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.
9. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details including the right to request proof of an entrant's identity, age and residency. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. The Promoter reserves the right to disqualify an Entrant or entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
11. An Entrant who uses any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
12. Entrants are responsible for any and all expenses incurred when entering the Promotion and accessing, claiming and/or using the prize.
13. Should an Entrant's contact details change during the Promotion, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, power or technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

#### **Prize**

15. The winner(s) will be notified by email together with further instructions on how to arrange the collection of their prize within 2 days of the winner(s) being determined.
16. Each prize will be awarded to the person named in the winning entry. If there is a dispute as to the identity of an Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or winner.
17. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize or provide a cash alternative.

18. The details of the prize(s) are set out in the Promotion Details. The value of the prize(s) is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the Start Date of the Promotion. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
19. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
20. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The Promoter and the third party prize supplier reserve the right to refuse to allow a winner to use or take part in any or all aspects of the prize, if either determine, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely use or participate in the prize.
21. If the prize consists of any gift cards of any third party supplier, the gift card(s) may not be redeemed or exchanged for cash, traveller's cheques, cash passports or any other form of currency, and will not be replaced or refunded if the gift card is lost or stolen
22. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
23. If a prize is provided to the Promoter by a third party supplier and is to be delivered directly to the winner(s), the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, 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. The terms and conditions which apply to a prize at the time it is issued to the winner will prevail over these Terms of Conditions, to the extent of any inconsistency.

#### **Personal Information, marketing and publicity**

24. The Promoter collects personal information in order to conduct the Promotion and for other purposes as set out in the entry form or page for the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Entry is conditional on providing this information. Entrants should direct any request to opt out, access, update or correct information to the Promoter.
25. The Domain Group may use Entrants' personal information for future marketing purposes regarding its products, including contacting the Entrant electronically.
26. If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.
27. Further details on how the Domain Group will collect and use personal information, and how to contact the Domain Group with queries about how the Domain Group handles personal information, is set out in the Domain Group privacy policy which is located at <https://www.domain.com.au/group/privacy-policy/>.
28. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and the Domain Group may use any such marketing and editorial material without further reference or compensation to them.
29. The winner agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being a winner of the Promotion to any other media organisation.

#### **Intellectual property rights**

30. All intellectual property rights in the entries vest in the Promoter upon submission of the relevant entry.
31. Where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:

- i) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
- ii) the Content must be the work of the individual submitting it;
- iii) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
- iv) before submitting the Content, Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content.
- v) each Entrant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Entrants must warrant that the Content they are submitting is their own work and that they own the copyright for it;
- vi) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
- vii) the Domain Group may use their likeness, image and/or voice in the event that the Entrant is the winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Domain Group. The Entrant will not be entitled to any remuneration for such use.

#### **Use of social media**

32. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
- i) the Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
  - ii) the Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion; and
  - iii) to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the terms and conditions and promotions guidelines of each Platform Operator which are available to view online on their social media platforms.

#### **Limitation of liability**

33. Any guarantee or warranty given in relation to a prize is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
34. To the maximum extent permitted by law, the Promoter and its associated agencies and companies (including the Domain Group) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting, taking part in or using any prize (or recommendation).
35. Neither the Promoter, nor any Promotion Sponsor or third party prize supplier, or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond their control which prevent awarding or acceptance of the prize in accordance with the prize description.
36. The Promoter accepts no responsibility for any tax implications of this Promotion and Entrants must seek their own independent financial advice in regards to their own personal circumstances and any tax implications relating to the prize or acceptance of the prize.
37. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.