

## WIN A SEBO VACUUM CLEANER PROMOTION Terms and Conditions

### Floorworld Stores (Aust) 2020 WIN A SEBO VACUUM CLEANER PROMOTION

Promoter: Floorworld Pty Ltd ACN 051 233 964 and all Floorworld Stores Australia-wide

Promoter Address: 2/126 Canterbury Road, Kilsyth, Victoria, 3137

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or older.
3. 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, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, brother, sister, step-brother, step-sister.
4. Promotion commences on 15 August 9.00 am AEST and ends 30 September 2020 AEST, 9.00pm ("Promotional Period").
5. To receive an entry into the draw, individuals must book an online consultation with any Floorworld store and make a deposit for purchase of any flooring with Floorworld during the period from 15 August to 30 September 2020 during the Promotional Period from any Floorworld Australia store to be eligible. Promotion is to win the latest SEBO X7 BOOST Automatic valued at \$1099 AUD.
6. Promotion is open to residential customers only. Commercial projects customers are not eligible.
7. Participants are limited to one entry per household. Should an entrant make multiple entries or multiple entries be received from the one household, only the first entry received by Floorworld will be eligible.
8. To enter into the draw, individuals must book an online consultation with any Floorworld store using the form here <https://www.floorworld.com.au/home/online-flooring-consultation> and submit an entry form with proof of deposit via the Promoter's website <https://www.floorworld.com.au/home/online-flooring-consultation-competition>
9. The Promoter reserves the right, at any time, to request identification to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) to the Promoter's satisfaction and to disqualify any entrant at its sole discretion who fails to provide proof or submits an entry that is misleading, incorrect, fraudulent or not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
10. Incomplete, indecipherable, inaudible, or illegible applications will be deemed invalid.

11. 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.

12. The random prize draw will take place at 11am AEST at Floorworld Head Office 2/126 Canterbury Road, Kilsyth, Victoria, 3137 on 5 October 2020. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified by telephone within two (2) business days of the draw and in writing to the email address provided on the entrant form. Winners will be announced at [www.floorworld.com.au](http://www.floorworld.com.au) on 07/10/2020

13. The Promoter's decision is final and no correspondence will be entered into.

14. If for any reason the winner does not collect the Prize by 07/12/2020 an unclaimed prize draw will take place at 11.00am at Floorworld Head Office 2/126 Canterbury Road, Kilsyth, Victoria, 3137 on 08/12/2020. The new winner will be notified by telephone within two (2) business days of the draw and in writing to the email address provided on the entrant form. The new winner's name will be announced at [www.floorworld.com.au](http://www.floorworld.com.au) on 10/12/2020

15. If the Prize becomes unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the Prize with prizes to the equal value and/or specification, subject to any written directions from a regulatory authority.

16. Prizes are not transferable or exchangeable and cannot be taken as cash.

17. Entrants consent to the Promoter or its promotional partners using their name, likeness, image and/or voice in marketing materials if 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

18. 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.

19. Any cost associated with accessing the Internet is the entrant's responsibility and is dependent on the Internet service provider used. The Promoter shall not be liable for any failures or technical issues that may prevent entrants from entering the promotion, such as Internet outages.

20. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

21. 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 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 or using the Prize.

22. 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 entry or prize claim that is late, lost, incomplete, incorrectly submitted, 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) collection and/or use of the Prize.

23. As a condition of accepting the Prize, the winners 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.

24. The Promoter collects 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 and Prize suppliers. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed <https://www.floorworld.com.au/home/privacy-policy>. Entry is conditional on providing the requested personal information. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter 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 opt out, or access, update or correct information to the Promoter and direct any complaints regarding treatment of their personal information according to the Privacy Policy. All entries become the property of the Promoter. The Promoter will not disclose personal information to any overseas entity.

25. Authorised under NSW Permit No. LTPS/19/36433, SA Permit No. T19/1200, ACT Permit No. TP 19/03798