



## CONSUMER TERMS AND CONDITIONS

Floorworld Stores (Aust) Bona Mop and 1 Litre Spray Kit Offer

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

### TERMS AND CONDITIONS (CONSUMER)

1. Information on how to receive the “FREE Bona Mop and 1 Litre Spray Kit” offer form part of these Terms and Conditions. Participation in this offer 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 Floorworld and agencies associated with this offer 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.
4. The offer commences on 1 November 2018 and ends 14 January 2019 (“Offer Period”).
5. To receive your FREE Bona Mop and 1 Litre Spray Kit purchase a minimum 20 square metres from the Australiana Collection Range by Godfrey Hirst between 1 November 2018 and 14 January 2019.
6. Entrants have until the 30 January to redeem the offer by attaching a copy of their invoice and sending a private message through the Floorworld Facebook page or by emailing a copy of the invoice to [marketing@floorworld.com.au](mailto:marketing@floorworld.com.au)
7. The offer is either a Bona Wood Floor Spray Mop plus a 1 Litre Spray Wood Floor Cleaner or a Bona Stone, Tile & Laminate Spray Mop plus a 1 Litre Spray Stone, Tile & Laminate Cleaner with a RRP \$99.90 each kit.
8. All entrants (from different households) will receive a FREE Bona Mop and 1 Litre Spray Kit for redemption against not less than 20 square meters of any product from the Australiana Collection by Godfrey Hirst purchased through a Floorworld store during the period from 1 November 2018 to 14 January 2019.
9. Only one FREE Bona Mop and 1 Litre Spray Kit can be redeemed per household and 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.
10. It is accepted that you have read and understood the Terms and Conditions of Participation and Facebook Policies which are found on the News and Promotions page [www.floorworld.com.au](http://www.floorworld.com.au)
11. Floorworld reserves the right, at any time, to verify the validity of invoices and entrants (including an entrant’s identity, age, place of residence and membership status) and to disqualify any entrant who submits an invoice that is not in accordance with these Terms and Conditions or who tampers

- with the entry process. Errors and omissions may be accepted at Floorworld's discretion. Failure by Floorworld to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. Incomplete, indecipherable, inaudible, or illegible submitted invoices will be deemed invalid.
  13. If there is a dispute as to the identity of an entrant, Floorworld reserves the right, in its sole discretion, to determine the identity of the entrant.
  14. The offer is valued at RRP \$99.90. Additional ancillary costs are the responsibility of the customer. Availability of product is subject to change without notice. A replacement/equivalent product will be provided if the Bona Mop and 1 litre Spray is out of stock/sold out or discontinued.
  15. If the offer is unavailable, Floorworld, in its discretion, reserves the right to substitute the offer with an offer to the equal value and/or specification, subject to any written directions from a regulatory authority.
  16. The offer must be taken as stated and no compensation will be payable if the entrant is unable to use the offer as stated. The offer is not transferable or exchangeable and cannot be taken as cash.
  17. Entrants consent to Floorworld using their name, likeness, image and/or voice in any media for an unlimited period without remuneration for the purpose of promoting this offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by Floorworld.
  18. If this offer 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 Floorworld, including but not limited to technical difficulties, unauthorised intervention or fraud, Floorworld 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 offer, as appropriate.
  19. Any cost associated with accessing the Internet is the entrant's responsibility and is dependent on the Internet service provider used.
  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, as well as any other implied warranties under the ASIC 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, Floorworld (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 offer.
  22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Floorworld (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 Floorworld'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 Floorworld) due to any reason beyond the reasonable control of Floorworld; (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 offer entrants consent to the use by Floorworld of their name and address for promotional purposes and agrees to sign any legal documentation as and in the form

required by Floorworld and/or offer suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

24. Floorworld Pty Ltd ("Floorworld") is committed to protecting your private and personal information and to ensuring the security of that information. As such, any personal information collected will be managed in accordance with the National Privacy Principles in the Privacy Act 1988 (Cth).

By visiting [www.floorworld.com.au](http://www.floorworld.com.au) (the "website") to read, browse or download information, we may request your personal information, which may include your name, address, email address, telephone numbers, financial information and any other information that you may give us from time to time. Your personal information is used to provide you with products or services of interest to you. This information may also be used for other related purposes, such as:

- (i) To help identify fraud or error;
- (ii) Our internal accounting and management requirements; or
- (iii) To allow us to keep in touch with you or to follow up on services or products purchased.

We may pass on this information to the relevant store to follow up on a query or request or to provide you with relevant information in future. The store may operate under licence or under a franchise agreement.

Otherwise, any personal information you provide to us will only be disclosed to third parties only as permitted by law.

Other than the above, we will not disclose your personal information without your consent unless such disclosure is either necessary to prevent a threat to life or health, is authorised or required by law, is reasonably necessary to enforce the law or is necessary to investigate suspected unlawful activity. All care is taken to protect your Personal Information however we cannot ensure or warrant the security of any information you provide to us or receive from us over the internet.

We take care to protect your personal information provided to us through our website. However, data transmitted over the internet is not 100% secure and accordingly, we cannot guarantee the security of any information that you send to us or receive from us online. We ensure that once we have received your information, we make our best effort to ensure its security in our possession.

Our website may use "cookies" from time to time. Cookies are small text files which are used to optimise the efficiency of the website for the user. These cookies are stored on the user's computer to enable our system to recognise your browser and your log-in status. Cookies may also be used to record non-personal information such as the date, time or duration of your visit, or the pages accessed, for website administration, statistical and maintenance purposes. Any such information will be aggregated and not linked to particular individuals. If you do consent to the use of cookies, please modify the settings in your web browser.

Floorworld use Google advertising programs that use cookies to improve your online experience, including the display of more relevant ads on external websites. Anyone may opt out of these programs at any time by clicking here.

From time to time, we may contact you to inform you of news, or new products and services that might be of interest to you. If you do not wish to receive these messages, please contact us, or use the unsubscribe option when receiving these emails and we will remove your name from our mailing list.

To find out more about privacy issues and legislation in Australia, please visit the Australian Federal Privacy website at: [www.privacy.gov.au](http://www.privacy.gov.au)

25. The Promoter is Floorworld Pty Ltd ABN 20 051 233 964. Promoter Address: 2/126 Canterbury Road, Kilsyth, Victoria, 3137