

Terms and Conditions of Promotion ("Terms and Conditions")

- 1. Eligibility:** This Campaign is open only to those who sign up at the BINGO INDUSTRIES Facebook page and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of New South Wales and Victoria and is void where prohibited by law. Employees of Bingo Industries Limited ACN 617 748 231 ("BINGO INDUSTRIES"), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Terms and Conditions:** By participating, the contestant ("You") agree to be fully and unconditionally bound by these Terms and Conditions, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of BINGO INDUSTRIES as final and binding as they relate to the content of this Campaign.
- 3. Campaign Period:** Entries will be accepted online starting on 6 September 2020 and ending 29 November 2020. All online entries must be received by 15 November 2020.
- 4. How to Enter:** The Campaign must be entered by submitting an entry through the BINGO INDUSTRIES Facebook page. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to these Terms and Conditions or specifications may be disqualified at the sole discretion of BINGO INDUSTRIES. You may enter only once. You must provide the information requested. You may not enter more than once by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of BINGO INDUSTRIES.
- 5. Prizes:** The Winner(s) of the Campaign (the "Winner") will receive [a \$500 Bunnings gift voucher]. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by BINGO INDUSTRIES. No cash or other prize substitution shall be permitted except at BINGO INDUSTRIES' discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of the prize constitutes permission for BINGO INDUSTRIES to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification:** Winner will be selected by BINGO INDUSTRIES. Winner will be notified by Facebook private message, within five (5) days following selection of Winner. BINGO INDUSTRIES shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time the award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY WINNER (AT BINGO INDUSTRIES' SOLE DETERMINATION) WILL RESULT IN WINNER'S DISQUALIFICATION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 8. Rights Granted by You:** By entering this Campaign, You understand and agree that BINGO INDUSTRIES, anyone acting on behalf of BINGO INDUSTRIES, and BINGO INDUSTRIES' licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this Campaign, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property rights of another, You will be disqualified at the sole discretion of BINGO INDUSTRIES. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless BINGO INDUSTRIES from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which BINGO INDUSTRIES may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- 9. Terms & Conditions:** BINGO INDUSTRIES reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond BINGO INDUSTRIES's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, BINGO INDUSTRIES may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by BINGO INDUSTRIES. BINGO INDUSTRIES reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. BINGO INDUSTRIES has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by these Terms and Conditions; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, BINGO INDUSTRIES reserves the right to seek damages to the fullest extent permitted by law.
- 10. Limitation of Liability:** By entering, You agree to release and hold harmless BINGO INDUSTRIES and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or

indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Campaign; and (v) electronic or human error in the administration of the Promotion or the processing of entries.

- 11. Disputes:** This Campaign is governed by the laws of New South Wales. As a condition of participating in this Campaign, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New South Wales having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waive all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Your actual out-of-pocket expenses (i.e. costs associated with entering this Campaign).
- 12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on BINGO INDUSTRIES' website. To read the Privacy Policy, [click here](#).
- 13. Winners List:** To obtain a copy of the Winner's name or a copy of these Terms and Conditions, mail your request along with a stamped, self-addressed envelope to: BINGO INDUSTRIES 305 Parramatta Road, Auburn 2144 NSW Australia. Requests must be received no later than 29 November 2020 AEST.
- 14. Sponsor:** The sponsor of the Campaign is BINGO INDUSTRIES, 305 Parramatta Road, Auburn 2144 NSW Australia.
- 15. Facebook:** The Campaign hosted by BINGO INDUSTRIES is in no way sponsored, endorsed, administered by, or associated with Facebook.