

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

1. **Eligibility:** This [Campaign Competition](#) is open only to those who sign up at the BINGO INDUSTRIES Facebook/Instagram page and who are 18 years of age or older as of the date of entry. ~~The Campaign-This competition is only open to legal residents of New South Wales and Victoria and is void where prohibited by law.~~ Employees of 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 Competition](#). ~~This Campaign Competition is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.~~

2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, 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 it relates to the content of this [Campaign Competition](#).

3. **Campaign Competition Period:** Entries will be accepted online ~~during each of the 3 competition periods:~~

	Starting On	Ending on
Competition 1	<del>21<sup>st</sup> September 2022</del>	<del>27<sup>th</sup> September</del>
Competition 2	<del>11<sup>th</sup> September-October 2022</del>	<del>16<sup>th</sup> September-October</del>
Competition 3	<del>19<sup>th</sup> - 8 September November 2022</del>	<del>26<sup>th</sup> September/November</del>

~~starting on 30 August 2022 and ending 30 September 2022.~~

4. **How to Enter:** ~~The Campaign Competition must be entered by submitting a comment on the competition post, 25 words or less in response to "what room you would like to redo and why to WIN a FREE 4 Marrel skip + \$250 Mitre 10 gift card!" an entry through the BINGO INDUSTRIES Instagram and/or Facebook page. The entry must fulfil all Campaign Competition requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of BINGO INDUSTRIES. Optional verbiage to include-You may enter only once. You must provide the information requested. You may not enter more times than indicated 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 Competition](#) (the "Winner") will receive a 4 Marrell skip bin hire for 4 days (which ~~does NOT~~ include permit fees for public access) and a \$250 Mitre10 Gift Card. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by BINGO INDUSTRIES. ~~The 4 Marrell skip bin hire must be redeemed within 1 year from the date of the awarding of the prize to the Winner. No cash or other prize substitution shall be permitted except at BINGO Industries' discretion. The prize is non-transferable, non-refundable and non-returnable and cannot be replaced if lost or stolen. 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 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. The Winner warrants that they will not use the prize in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to others.~~

6. **Odds:** The odds of winning depend on the number of eligible entries received.

7. **Winner Selection and Notification:** All entries will be judged by the representatives of BINGO INDUSTRIES Judge(s). All Prize(s) will be awarded to the winning entrants based on the ~~subjective decision of~~ Judge(s)' assessment of the creativity and originality of your entry. Winner will be notified by Instagram ~~or 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 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 Competition](#) is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT BINGO INDUSTRIES' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE [CAMPAIGN COMPETITION](#), AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), 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 Competition](#), and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. ~~Optional verbiage for Contests-By entering this content, 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 right 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 Competition](#) for any reason, including a should virus, bug, non-authorized human intervention, fraud, or other cause beyond BINGO

INDUSTRIES' control corrupt or affect the administration, security, fairness, or proper conduct of the [Campaign Competition](#). 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 Competition](#) or website or violates these Terms & Conditions. BINGO INDUSTRIES has the right, in its sole discretion, to maintain the integrity of the [Campaign Competition](#), 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 [Campaign Competition](#) rules; 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 Competition](#) 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:**

To the greatest extent permitted by law:

(a) BINGO INDUSTRIES and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors excludes all warranties, representations or guarantees (Warranties) regarding this promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the promotion. The conduct of the promotion or the supply of the prizes may involve third parties, and BINGO INDUSTRIES makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions.

(b) 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, arising in any way out of this promotion or the Official Rules, including but not limited to: (i) such entrant's participation in the [Campaign Competition](#) 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 Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries. You will be responsible and will not be reimbursed for any and all expenses that you incur in participating in the promotion or winning any prize.

(c) At all times, your sole and absolute remedy under these Rules and arising out of this clause 10, is the replacement of the prize.

11. **Disputes:** THIS [Campaign Competition](#) IS GOVERNED BY THE LAWS OF Australia AND New South Wales, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this [Campaign Competition](#), participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this [Campaign Competition](#), 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 participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this [Campaign Competition](#)). Participant further waives all rights to have damages multiplied or increased.

12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the 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 Official Rules, 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 2022 ~~±~~ AEST.

14. **Sponsor:** The Sponsor of the [Campaign Competition](#) is BINGO INDUSTRIES 305 Parramatta Road, Auburn 2144 NSW Australia.

15. **Facebook:** The [Campaign Competition](#) hosted by BINGO INDUSTRIES is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

16. **Miscellaneous**

(a) These Rules constitutes the entire agreement between the parties and in relation to its subject matter supersedes all previous agreements, arrangements and representations between the parties.

(b) The whole or any part of any clause herein that is illegal or unforeseeable will be severed and will not affect the continued operation of the remaining provisions of the Rules.

17. By entering, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.

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