

## AUSSIE BACKYARD LEGENDS PROMOTION

### TERMS AND CONDITIONS

#### PARTICIPATION

1. Information on how to enter the “Aussie Backyard Legends promotion” (**Promotion**) and the prizes form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions.
2. The Promotion is conducted by:
  - (a) Seasol International, a division of DuluxGroup (Australia) Pty Limited (ABN 67 000 049 427) 1027 Mountain Highway, Bayswater, Victoria 3153;
  - (b) Bookleaf Pty Ltd (ACN 009 036 202) as trustee for The Eden Unit Trust trading as Holman Industries (ABN 29 385 212 665) of 11 Waters Drive, Osborne Park WA 6017;
  - (c) Fiskars Australia Pty Ltd (ABN 59 000 078 562) of 1/73 Wharf Road, Port Melbourne Victoria 3207; and
  - (d) Briggs & Stratton Australia Pty Ltd (ABN 13 006 576 656) of 3 Imperata Close, Kemps Creek NSW 2178
  - (e) Yates, a division of DuluxGroup (Australia) Pty Limited (ACN 000 049 427) (“DuluxGroup”) 1 Gow Street Padstow NSW 2211 (collectively referred to as the **Promoters**).

#### ELIGIBILITY

3. The Promotion is only open to individuals who:
  - (a) are Australian residents aged 18 years or over;
  - (b) personally own a lawn or garden in Australia, or is a legal tenant of the property which is authorised by the owner to enter; and
  - (c) are not directors, management, or employees (and their immediate family members) of the Promoters, their related companies, or the Promoters’ agencies involved in the conduct of the Promotion. “**Immediate family members**” 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 first cousin.
4. By participating, the entrant warrants that: (a) they are the owner of the lawn or garden as contained in their entry or is a tenant who is authorised by the owner to enter; and (b) may be required to prove ownership (or authority by the owner to enter if a legal tenant) of their lawn or garden to the satisfaction of the Promoters, in accordance with their requirements at the absolute discretion of the Promoters. Failure to comply with the requirements of this clause may result in disqualification from the Promotion.

#### PROMOTIONAL PERIOD

5. The promotional period commences at 12.01 am on 18.09.2023 and closes at 11.59 pm on 29.10.2023 (**Promotional Period**). All times referenced throughout these Terms and Conditions will be based on Sydney local time, either AEST or AEDST, depending upon the date and time, as and when applicable in Sydney.
6. During the Promotional Period, there will be six (6) weekly entry periods (**Weekly Entry Periods**) commencing at 12.01 am on Monday and closing at 11.59 pm on Sunday. Judging for each Weekly Entry Period will take place at 10.00 am on the Monday following the end of each Weekly Entry Period. Entries received during each Weekly Entry Period will not roll over into subsequent Weekly Entry Periods.

#### HOW TO ENTER

7. There are three (3) categories in this Promotion as follows: (a) best lawn makeover; (b) best garden makeover; and (c) best backyard sports lawn (each a **Category**).
8. To enter, the eligible entrant must:
- (a) take a photograph of their lawn or garden project for the Category they wish to enter;
  - (b) visit [www.aussiebackyardlegends.com.au](http://www.aussiebackyardlegends.com.au) (the **Website**); and
  - (c) follow the prompts, enter all their requested personal details, including but not limited to, their name, email, and mobile phone number, State/Territory, and upload a photograph of their lawn/garden project in the relevant Category from the drop-down menu.
13. Each person can only enter a maximum of 3 times. There is a limit of one (1) entry per person, per Category, and property (i.e., 3 entries in total per person and per a property). If the property is jointly owned, the person who submitted the entry will be awarded the prize if declared a winner.

### JUDGING AND PRIZES

10. All entries will be judged by a panel of judges made up of individuals from the Promoters and their agencies, as determined by the Promoters at their discretion. All entries will be judged based on the judges' determination of the best lawn, garden or backyard sports lawn based on photographs uploaded for each Category. For the major prize selection process, all winning entries will be combined from each Category to determine the overall winner based on the photographs submitted. This is a game of skill, and chance plays no part in determining the winners. In their absolute discretion, the Promoters reserve the right to select reserves, record them in order of merit, and use them if the original individual or entry selected is deemed ineligible or invalid for this Promotion. Winners will be notified by email and published on the Friday following each Weekly Entry Period on the promotional Website.
12. There will be a total of eighteen (18) weekly prizes available to be won – one per a Weekly Entry Period for each Category. The entrant that submitted the best valid entry, in the relevant Category, from all entries received during the relevant Weekly Entry Period, as determined by the judges, will win the weekly prize pack as set out below (RRP value correct as at 31.07.2023):

<b>Weekly prize</b>	<b>Item</b>	<b>Value RRP</b>
Seasol	1 x Seasol Concentrate 1.2L	\$12.26
	1 x PowerFeed Concentrate 1.2L	\$12.26
	1 x Seasol for Lush Green Lawns 2.4L	\$27.75
	1 x Seasol Lawn Care 1.2L	\$7.98
Victa	1 x Victa 18V Hedge Trimmer Kit	\$157.00
	1 x Victa Baseball Cap	\$29.95
	1 x Victa Bottle Opener	\$24.95
Fiskars	1 x Fiskars Weed Puller	\$84.95
Holman	1 x QuikMix Spray Gun	\$19.90
	1 x Brass Hose Fittings	\$34.98
	1 x Eco Watering Can 6L	\$9.99
Yates	1 x Yates Weed'n'Feed 4L Hose On	\$19.87
	1 x Yates Dynamic Lifter Concentrated Lawn Food 7kg	\$24.72
	1 x Yates Grub Kill & Protect for Lawns 2.5kg	\$57.83
	1 x Yates Specialty Potting Mix Plants & Ferns 2.5L	\$5.66

	1 x Yates Thrive Indoor Plants & Ferns Liquid Plant Food Dripper 30mL	\$15.13
	1 x Yates Thrive Indoor Plants & Ferns Fertiliser Spikes 39g	\$8.68
	<b>WEEKLY PRIZE TOTAL</b>	<b>\$553.86</b>

13. The entrant that submitted the best valid entry (taking in consideration all three Categories) during the entire Promotional Period, as determined by the judges, will win the major prize pack as set out below:

<b>Major prize</b>	<b>Item</b>	<b>Value RRP</b>
Seasol	1 x Seasol Retail 20L	\$157.50
	1 x Seasol for Lush Green Lawns Twin Pack 2L	\$21.89
	1 x PowerFeed LawnFeed 4kg	\$25.77
	1 x Seasol for Lush Green Lawns 4L	\$39.96
	1 x Promotional Pack	\$20.00
	1 x PowerFeed with Troforte All Purpose 3.5kg	\$30.43
Victa	1 x Victa 18V Twin Battery 18" 1200W Mower	\$699.00
	1 x Victa 18V Blower Kit	\$148.50
	1 x Victa 18V Hedge Trimmer Kit	\$157.00
	1 x Victa Line Trimmer Kit	\$157.00
	1 x Victa Baseball Cap	\$29.95
	1 x Victa Bottle Opener	\$24.95
Fiskars	1 x Fiskars Weed Puller	\$84.95
	1 x Powergear Hedge Shear HS92	\$95.00
	1 x XL Rake	\$39.95
	1 x PowerLever Grass/Hedge Shear GS53	\$145.00
Holman	1 x 20m Charcoal Retractable Hose Reel	\$99.00
	1 x WX2 Wi-Fi Tap Timer	\$159.00
	1 x Smart Moisture Sensor	\$53.90
Yates	1 x Yates Weed'n'Feed 4L Hose On	\$19.87
	1 x Yates Dynamic Lifter Concentrated Lawn Food 7kg	\$24.72
	1 x Yates Grub Kill & Protect for Lawns 2.5kg	\$57.83
	1 x Yates Specialty Potting Mix Plants & Ferns 2.5L	\$5.66
	1 x Yates Thrive Indoor Plants & Ferns Liquid Plant Food Dripper 30mL	\$15.13
	1 x Yates Thrive Indoor Plants & Ferns Fertiliser Spikes 39g	\$8.68
	1 x Yates Weed'n'Feed 4L Hose On	\$19.87
	1 x Trophy	\$500.00
	<b>MAJOR PRIZE TOTAL</b>	<b>\$2,714.28</b>

## GENERAL

14. Entrants can only participate in their name and not on behalf of another entrant. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and ownership of the property) and reserves the right, in its sole discretion, to disqualify any entrant whom the Promoters have reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoters' discretion. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoters' legal rights to recover damages or compensation from such an offender are reserved.
15. The Promoters' decision about all matters relating to this Promotion is final, and no correspondence will be entered into.
16. Prizes, including any unused portion, are not transferable or exchangeable and cannot be taken as cash.
17. Winners will be notified by email submitted by them at the time of entry and required to confirm their postal address, within 2 weeks, to receive their prize, otherwise the prize will be forfeited. If a prize (or an element of a prize) is unavailable, the Promoters, at their discretion, reserve the right to substitute the prize (or that element of the prize) with another prize of equal value and specification.
18. If for any reason a winner does not redeem a prize (or an element of a prize) in accordance with the instructions or at the time stipulated by the Promoters, then the prize (or that element of the prize) will be forfeited, and will not be redeemable for cash. The Promoters accept no responsibility should a winner not redeem the relevant prize (or an element of the prize) in accordance with the instructions.
19. Winners agree to participate or appear in, upon request, to a reasonable amount of promotional activities/materials (such as an interview), as determined by the Promoters in their absolute discretion, and consent to the Promoters using these materials (or edited version of the same) and their name, likeness, image, photo, entry and voice (including photograph, film and recording of the same), in any media, including the Website, for an unlimited period and without remuneration, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
20. 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 Promoters (including but not limited to technical difficulties, unauthorised intervention, fraud, acts of God, strikes, changes to government laws and policies, such as the imposition of requirements relating to epidemics or pandemics), the Promoters reserves the right, in their absolute discretion, to the fullest extent permitted by law: (a) to disqualify any person or entrant; or (b) to modify, suspend, terminate or cancel the Promotion, and adjust the Terms and Conditions accordingly, as appropriate.
21. Any cost associated with entering the Promotion is the entrant's responsibility and depends on the internet service provider used. Entries will only be deemed as being received when they are received in the promotion database and not at the time of transmission by the entrant.
22. Entrants agree that they are fully responsible for any information or materials they submit in connection with the Promotion, including but not limited to their name, entry, comments, recordings, photos, and images ("Content"). The Promoters shall not be liable for such Content to the full extent permitted by law. The Promoters may amend, remove or decline to publish any Content without notice for any reason whatsoever. The Promoters may request the removal of entries from social media at any time at their discretion. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent or that the Promoters may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable concerning race, religion, origin or gender, not suitable for children aged under 15, indecent, inappropriate, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent to submit the Content in accordance with these Terms and Conditions from any person or from the owner(s) of any property, including intellectual property, that appears in their Content. The entrant will obtain the prior agreement of any person featured in the Content (or if such person is under the age of 18, their parent or legal guardian);
- (d) they own the copyright and intellectual property rights in the Content and have the rights in the Content to the uses contemplated by these Terms and Conditions, or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
- (e) to the extent permitted by law, they unconditionally and irrevocably consent to any use of the Content or act or omission which may otherwise infringe any moral rights in the Content and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including, without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems; and Instagram's requirements.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoters for any loss or damage for a breach of this clause 22.

- 23. As a condition of entering this Promotion, each entrant licenses and grants the Promoters and their respective affiliates and sub-licensees an unrestricted, royalty-free, perpetual, worldwide, irrevocable, transferable and divisible right and licence to use, reproduce, modify, adapt, publish and display their entry (which shall include Content), or part of their entry, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. If Promoters request, the entrant agrees to sign any further documentation required by the Promoters to effect this arrangement.
- 24. 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, where it is legally unacceptable to do so (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers, employees and agents) exclude 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.
- 25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers, employees and agents) are not responsible for and exclude 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 Promoters' 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 the Promoters) due to any reason beyond the reasonable control of the Promoters; (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) the prize.
- 26. The Promoters collect personal information to conduct the Promotion. They may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on individuals providing their personal

information. The Promoters will collect, store, use and disclose personal information as set out in their respective privacy policy, which can be viewed at [https://www.victa.com/au/en\\_au/privacy-policy.html](https://www.victa.com/au/en_au/privacy-policy.html), <https://fiskarsgroup.com/privacy-at-fiskars-group/consumer-privacy-policy/>), <https://www.seasol.com.au/privacy-policy/>, <https://www.holmanindustries.com.au/privacy-policy/>, <https://www.yates.com.au/privacy-policy/>. The Promoters may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning individuals. The Promoters' Privacy Policies also contain information about how individuals may opt out, access, update or correct their personal information, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoters will not disclose personal information overseas. All entries become the property of the Promoter.