

Bromic Plumbing & Gas 'Footy Fever Giveaway'
Competition Terms and Conditions

1. Promoter

- a) The promoter of this Competition is Bromic Pty Ltd ABN 88 001 648 979 ("**Bromic**") of 10 Phiney Place, Ingleburn, NSW, 2565, Australia.
- b) All prize draws will take place at the offices of Bromic.

2. Competition overview

- a) To be eligible to enter Bromic's "Footy Fever Giveaway" (the "**Competition**"), you must be eighteen (18) years of age or older at the time of submitting an Entry and be a resident of Australia.
- b) To enter the Competition, entrants must:
 - i. Purchase Bernzomatic branded products, from participating retailers between Friday 1 July 2022 at 12:01AM AEST and Monday 15 August 2022 11:59PM AEST (the "**Promotion Period**").
 - ii. Visit <https://promo.bromicplumbing.com/footy> or scan the QR code and complete the "Enter to WIN here" form, including the upload of an eligible proof of purchase between Sunday 21 August 2022 and Sunday 16 October 2022 (the "**Entry**").
- c) Entry is open from Friday 1 July 2022 at 12:01AM AEST and closes on Sunday 21 August 2022 at 11:59PM AEST (the "**Competition Period**"). Entry can only be made during the Competition Period. The Competition will be drawn on Monday 22 August 2022 at 10:00AM AEST (the "**Draw Date**").
- d) You may enter the Competition multiple times and are eligible to win one (1) Prize.
- e) Entry into the Competition is free (except for any normal internet or mobile connection charges that may apply).

3. Eligibility

- a) To be eligible to enter the Competition:
 - i. you must be a permanent resident of Australia and be eighteen (18) years of age or older at the time of submitting an Entry; and
 - ii. neither you nor anyone in your immediate family may be an employee of Bromic or any of its respective affiliate, subsidiary or parent companies, or otherwise affiliated with Bromic or connected to the Competition in any way.
- b) Bromic may disqualify you if:
 - i. you or your Entry do not meet any one or more of the requirements set out in these Terms and Conditions;
 - ii. your Entry includes any objectionable material or infringes the rights (including intellectual property rights) of any third party; or
 - iii. you tamper in any way with the operation of the Competition.
- c) Your Entry must be complete, in English and legible.

- d) If for any reason this Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, unforeseen legal or commercial circumstances or any other causes beyond the control of Bromic which corrupt or affect the administration security, fairness, integrity, or proper conduct of this Competition, Bromic reserves the right in its sole discretion, to cancel, terminate, modify, delay or suspend the Competition.

4. Winner selection

- a) The Competition is a game of chance. Skill plays no part in determining the winner.
- b) The winner selection will take place on the Draw Date where one (1) winner shall be drawn from all entries received throughout the Competition Period (the **"Winner"**).
- c) The Winner will be notified by phone or email within one (1) day of the Draw Date (see paragraph 1). All reasonable attempts will be made to contact the Winner.
- d) The Prize must be claimed by 10:00AM AEST on Monday 29 August 2022. If for whatever reason the Prize is not claimed by this date, an unclaimed prize draw will be carried out on Tuesday 30 August 2022 at 10:00AM AEST.
- e) If any proposed selection date falls on a public holiday in Australia, that selection will be conducted on the following business day.
- f) If the person first chosen as a Winner is found to be ineligible, they will be disqualified, and another entrant will be selected as replacement Winner.

5. Prize

- a) There will be one (1) prize (the **"Prize"**) to be won during the course of the Competition.
- b) The Prize will consist of one (1) 65" Kogan Smart TV, six (6) Stubby holders, one (1) Bottle opener, one (1) Cooler Bag, one (1) \$50 Dan Murphy's eGift Voucher, two (2) Footballs, valued at a maximum of AU\$1,250.00.
- c) If you are a Winner:
 - i. You must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
 - ii. You may not transfer the Prize to anyone or ask for any alternative Prize (including cash).
 - iii. Bromic may replace the Prize with another prize of equal value in the unlikely event that the Prize becomes unavailable.
 - iv. If you are not able to take the Prize as stated, you will forfeit the Prize and no payment or compensation will be made in lieu.
 - v. Once the Prize has left the premises of Bromic, responsibility for any damage, delay or loss to the Prize during transit will pass to you.
 - vi. Bromic may ask you to provide proof of your age, identity and residency, and to sign any required documentation including release forms as a condition of claiming the Prize.
 - vii. You are responsible for all expenses and taxes connected to your participation in the Competition and not included in the Prize.
 - viii. Bromic accepts no responsibility for any variation in the value or make-up of the Prize or any event that occurs that is beyond Bromic's reasonable control.

6. Liability and Indemnity

- a) To the fullest extent permitted by law, neither Bromic or any of its affiliated companies, nor any of its respective directors, officers, agents, employees, contractors, or representatives (altogether the “Entities”) are liable, and you release each of the Entities from liability, for any loss or damage that you may suffer in connection with your participation in the Competition, including (without limitation) if:
 - i. the Competition is cancelled, modified, suspended or delayed, including under paragraph 3d); or
 - ii. Bromic does not receive your Entry within the Competition Period for any reason.
- b) The *Competition and Consumer Act 2010* (Cth) as well as other laws in Australia may imply certain conditions, warranties and undertakings, and give you other legal rights. If they apply, they cannot be modified or excluded by any contract. You may consider seeking legal advice as to whether they apply to you.
- c) Nothing in these Terms and Conditions generally affects your rights under Australian consumer law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and equivalent State and Territory fair trading legislation) regarding consumer guarantees to the extent that such consumer guarantees cannot be excluded by law. Other than these consumer guarantees, and subject to paragraph 7a), Bromic makes no warranties about any prizes offered as a part of the Competition, including warranties as to the quality, merchantability or fitness for purpose of such prizes.
- d) You agree to indemnify the Entities against all liabilities suffered or sustained by any of the Entities arising from any claim that your Entry infringes the rights (including intellectual property rights) of any third party.
- e) All entrants unconditionally and irrevocably release and discharge Bromic from any and all liability in relation to this Competition.

7. Privacy

- a) Bromic will collect your personal information (such as your name and biographical data) as part of the Competition and may use this information for the purposes of administering the Competition, awarding the prizes, and for other purposes for which we obtain your express consent. Where you have expressly consented, your personal information may be provided to Bromic affiliates, including overseas affiliates for future promotional, marketing and publicity purposes without notice and without any fee being paid unless otherwise advised by you.
- b) Bromic will comply with its privacy policy in the collection and use of your personal information. Bromic’s privacy policy is available at <https://bromicgroup.com/privacy-policy/>.

8. Governing law

These Terms and Conditions are governed by the laws of NSW, Australia. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there, and waive any right to claim that those courts are an inconvenient forum.

9. Severability

Any provision (or part thereof) of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions (or parts thereof) of these Terms and Conditions nor affect the validity or enforceability of that provision (or part thereof) in any other jurisdiction.

10. Social Media

Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Competition. By entering the Competition, entrants agree that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Competition. Any questions, comments, or complaints regarding the Competition should be directed to Bromic and not Facebook, YouTube, Instagram, TikTok, or Snapchat.

11. Entire Agreement

These Terms and Conditions contain the entire agreement between you and Bromic with respect to the Competition. They set out the only conduct that you have relied on and supersede all earlier conduct and prior agreements and understandings between you and Bromic in connection with the Competition.