

CSR GYROCK & RONDO PROMOTION JULY 2024 – TERMS AND CONDITIONS

Information on how to enter the CSR Gyrock & Rondo Promotion July 2024 (“**Promotion**”), the conditions of entry, and prizes, form part of these terms and conditions (“**Terms**”). Entry into the Promotion is deemed acceptance of these Terms.

PROMOTER

1. The promoter is CSR Limited (ABN 90 000 001 276) of Trinita 3, 39 Delhi Road, North Ryde NSW 2113 (“**Promoter**” or “**CSR**”), telephone: 1300 306 556. NSW Authority No. TP/03552, ACT Permit No. TP 24/01274, SA TA24/1044.

PROMOTIONAL PERIOD

2. The Promotion commences at **6:00am AEST on 1 July 2024** and ends at **5:00pm AEST on 31 July 2024** (“**Promotional Period**”).
3. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

ELIGIBILITY

4. Participation in the Promotion is limited to Australian residents aged 18 years or older and corporate entities, holding either a Gyrock Trading Account or a Cash Sale Trading Account with the Promoter (“**Eligible Customers**”), and who fulfill the entry criteria set out below at clause
5. Prohibited from entering in and participating in the Promotion are:
 - a. resellers and distributors of the Promoter’s products and of Rondo building products; and
 - b. the directors, management and employees (and their immediate families, including spouses, ex-spouses, de-facto spouse, children [including step children and adopted children], parents, step-parents, grandparents, step-grandparents, siblings, uncles, aunts, nieces, nephews, first cousins) of the Promoter and its related bodies corporate, or of any printers, suppliers, vendors, or agencies associated with the conduct of this Promotion.

HOW TO ENTER

6. To enter the Promotion and be considered an “**Entrant**”, Eligible Customers must, during the Promotional Period:
 - a. spend **AUD\$100.00 (including GST)** or more in any one (1) transaction on any Rondo product(s) (“**Eligible Product**”) from any participating Gyrock Trade Centre Store nationally (whether the purchase is made in person or over the phone from such store) (“**Eligible Purchase**”); and
 - b. complete registration for the Promotion online at gyrocktrade.com.au/rondo or via the QR code displayed on Promotional materials,with each instance of the above conditions being satisfied being an “**Entry**”. The step for Entry set out at clause 5b is required once only in the first instance, and following such registration, all Eligible Purchases (and therefore, Entries), will be captured automatically on the Entrant’s account.
7. The number of Entries into the Promotion that an Entrant will receive is based on the amount spent on Eligible Products, with the respective number of Entries per Eligible Purchase as outlined below:

Spend (incl. GST)	Number of Entries
AUD \$100.00 - \$249.99	1
AUD \$250.00 - \$499.99	2
AUD \$500.00 - \$999.00	3
AUD \$1,000.00 or more	5

8. Multiple Entries by the same Entrant in the Promotion are permitted, subject to the following:
 - a. limit of one (1) submission permitted per Entrant and account per calendar day (based on the Eligible Purchase with the highest invoice amount spent that day, with a maximum of five (5) Entries, as applicable);
 - b. limit of one (1) online entry form submission per Eligible Purchase;
 - c. each Entry must independently comply with these Terms.
9. For the avoidance of doubt, purchases of Eligible Products in separate transactions cannot be combined to form an Eligible Purchase of a single amount.
10. All products within the Rondo range are deemed Eligible Products. However, Eligible Products are subject to availability and not all Eligible Products may be available for sale in all participating Gyrock Trade Centre Stores at all times during the Promotional Period. The Promoter accepts no responsibility for any Eligible Products being unavailable.

ENTRY CONDITIONS

11. Valid and eligible Entries will be accepted during the Promotional Period.
12. Each Entrant must retain and may be required to present proof of purchase (upon request by the Promoter) of each Eligible Purchase in order to claim a prize. If an Entrant is unable to provide proof of purchase for all Entries made within the required timeframes, then all the Entries of that Entrant will be ineligible and deemed invalid. Proof of purchase includes showing the original and providing a copy of a valid receipt and a valid invoice number and/or sales order number for each Eligible Purchase made during the Promotional Period. Purchase receipts must clearly specify where the Eligible Purchase was made and that the Eligible Purchase was made during the Promotional Period (and prior to Entry in the Promotion).

13. Entries received will be considered final by the Promoter. Incomplete, erroneous, ineligible or incomprehensible Entries, or Entries which do not meet the requirements of these Terms, will be deemed invalid. The Promoter accepts no responsibility for late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected Entries. Contact details entered incorrectly by an Entrant will deem their Entry invalid.
14. The use of any automated entry software or any mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly are prohibited and will render all Entries submitted by that Entrant invalid.
15. Any costs associated with accessing the Promotional website will be the responsibility of an Entrant and may vary depending on their internet service or telecommunications provider used.

PRIZES

16. The following prizes are available to be won, as set out below:

SCHEDULE OF PRIZES			
Prize	RRP* value each	Quantity	Total prize value
MAJOR PRIZE			
AUD \$20,000 Cash	\$20,000	1	\$20,000
SECONDARY PRIZES			
Apple iPad Pro 6th Gen- 512GB	\$2,429	3	\$7,287
RSEA Workwear Package	\$1,000	10	\$10,000
Apple Air Pods 3rd Generation with Magsafe Charging Case	\$279	10	\$2,790
Prezsee Smart e-Gift Card	\$500	40	\$20,000
Total prize value:			\$60,077
Total number of prizes: 64			
Total prize value Total prize pool (inc GST): \$60,077 *The above RRP/SRP (Suggested Retail Price) pricing has been supplied by our prize partners and suppliers.			

17. Prizes will only be awarded to winners who are Entrants and not to an individual who entered on behalf of an Entrant (as applicable).
18. **AUD \$20,000 cash prize conditions:** The prize of \$20,000 cash will be transferred via EFT to the winner's nominated Australian bank account in their name. The winner must provide their Australian bank account details to the Promoter within 28 days of validation of eligibility for the prize to be awarded. A stolen cash prize (where the loss or theft is not due to the Promoter's default) will not be replaced or refunded. Failure by the winner to provide bank details by the cut off time specified by the Promoter will result in forfeiture of their right to the prize. All ancillary costs including any tax implications not expressly provided are the responsibility of the winner.
19. **Apple iPad Pro 6th Gen-512GB prize conditions:** The exact colour of the iPad will be determined by the Promoter. Apple is not a participant in, nor a sponsor of, the Promotion.
20. **Prezsee e-gift card prize conditions:** Any ancillary costs associated with redeeming the e-gift card are not included. Any unused balance of the e-gift card will not be awarded as cash. Redemption of the e-gift card is subject to any terms and conditions of the issuer including those specified on the e-gift card.

PRIZE DRAW

21. A draw to determine the winners of the Promotion will take place at **10:30am AEST on 6 August 2024** at the Promoter's offices at Trinit 3, 39 Delhi Road, North Ryde NSW 2113.
22. All prizes will be randomly drawn with the first sixty-four (64) valid Entries drawn being the winners of the prizes identified at clause 15 above. The prizes will be drawn in descending value, in the order set out at clause 15.
23. The draw conductor may draw additional reserve Entries in case an invalid Entry or Entrant is drawn.
24. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
25. Prize winners can only win one prize. If an Entrant has multiple Entries, they are only eligible to win the first prize drawn. Any subsequent prizes will be redrawn. This limit excludes SA residents who are eligible to win multiple prizes.
26. The total maximum prize pool value is \$60,077 including GST. The prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). If a prize, or any element of a prize, is unavailable for any reason, the Promoter may substitute the prize with another item of equal or higher value, subject to any written directions made under applicable State or Territory legislation. The Promoter accepts no liability for variation in prize value (including between the time of advertising the Promotion and receipt of the prize).

27. A prize must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. All prize values are the recommended retail price (including GST).

NOTIFICATION AND COLLECTION

28. The winners of the prizes will be notified personally in writing within four (4) days of the draw. Winners of prizes valued at \$250 or greater will have their last name, first initial and postcode published on Gyprock Trade's social media accounts and website pages on or by **10 August 2024**. All reasonable steps will be taken to notify the winners of the results of the draw.
29. The Promoter may conduct a further draw at the same time and place as the original draw as is necessary on **6 December 2024** in order to distribute any prize(s) (if any) unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of any winner(s) in the unclaimed prize draw, the winner(s) will be notified in writing. The winner(s) of prizes valued at \$250 or greater will have their last name, first initial and postcode published on the Promoter's website pages by **12 December 2024**. All reasonable steps to notify the winner(s) of the results of the unclaimed prize draw (if any) will be taken by the Promoter.
30. If any winner chooses not to take their prize (or is unable to) or do not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize. The Promoter accepts no responsibility for unclaimed or undelivered prizes where the winners failed to provide correct or complete contact details at the time of Entry or subsequently failed to notify the Promoter of any change of address, or in respect of any prizes that are stolen, lost, damaged, forged or tampered with.
31. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Terms in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Terms or otherwise.
32. The promoter's decision is final and no correspondence will be entered into.

GENERAL

33. Entrants acknowledge and agree that they have read these Terms and that their entry into the Promotion deems their acceptance of these Terms.
34. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
35. Entrants can only enter in their own name, however, employees or contractors of an Eligible Customer may enter on their behalf but must state the name of the business or entity upon their Entry. Individuals who submit an Entry in their own name as a result of a transaction made on behalf of an Eligible Customer without permission, or without disclosing the name of the business or entity on whose behalf they enter for, are ineligible to participate in the Promotion and their Entry may, at the discretion of the Promoter, be deemed invalid. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.
36. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the Promotion, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then all the Entries of that Entrant may be ineligible and deemed invalid.
37. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
38. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
39. The Promoter and its related bodies corporate exclude all liability (including negligence) howsoever arising in connection with or related to this Promotion or any prizes, except for any liability that cannot be excluded by law (including any applicable consumer guarantee under schedule 2 to the *Competition and Consumer Act 2010* (Cth)).
40. The Promoter reserves its rights to disqualify any Entry in its sole discretion, including (without limitation) where it believes an Entrant has submitted a misleading Entry, an Entry not compliant with or in breach of these Terms, where an Entrant has tampered with or manipulated the Entry process and so forth. Further, the Promoter reserves its rights to cancel this Promotion at any time without liability.
41. If a winner breaches these Terms, the winner will be deemed to have forfeited their prize(s) in whole and no substitute will be offered. Verification is at the discretion of the Promoter whose decision is final. Any failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
42. If the Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, or if any act, event or circumstance occurs which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable State or Territory legislation.
43. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of Entry, the property of the Promoter.

44. The laws of New South Wales govern this Promotion and the Entrants accept the non-exclusive jurisdiction of the courts and tribunals of New South Wales.

PRIVACY

45. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities.
46. If the PI requested is not provided, the Entrant cannot participate in the Promotion and is deemed ineligible.
47. All PI will be collected, stored, handled and disclosed by the Promoter in accordance with the *Privacy Act 1988* (Cth) and the Promoter's Privacy Policy, a copy of which may be obtained at <https://www.csr.com.au/privacy-policy/>. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at info@csr.com.au.