

**“MODERN GROUP’S \$5,000 WINDOW  
FURNISHING GIVEAWAY”  
PROMOTION**

NSW Permit No. LTPS/19/31359

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. All times in this promotion are AEST.
2. Entry is only open to Australian residents (excluding ACT and NT) aged 18 years or over who either own their own home in Australia or hold a mortgage of a home in Australia (“Eligible Entrants”). Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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 1st cousin.
3. Promotion commences at 9.00am on 01/02/2019 and closes at 11.59pm on 28/02/2019 (“Promotional Period”).
4. There will be one 1 draw conducted for this promotion. The draw will take place at 12:00 noon at the promoter’s premises (1-3 Meridian Place, Bella Vista NSW 2153) on 04/03/2019. Winners will be notified by phone and/or writing within two (2) business days of the draw.

<b>Open date</b>	<b>Close date</b>	<b>Draw date</b>
Friday 1 <sup>st</sup> February 2019	Thursday 28 <sup>th</sup> February 2019	Monday 4 <sup>th</sup> March 2019

5. The winner will be the first valid entry drawn from all entries.
6. The first valid entry drawn will win Modern Home Improvement prizes valued up to \$5,000. Each prize includes the winner’s choice of any of the following Modern products/services up to the value of \$5,000.
  - a) Window Roller Shutter(s) up to the value of \$5,000. Valuation of each shutter is dependent on the size and type of window/opening.
  - b) Internal Plantation Shutter(s) up to the value of \$5,000. Valuation of each shutter is dependent on the size and type of window/opening.
  - c) Aluminium Louvre Shutter(s) up to the value of \$5,000. Valuation of each shutter is dependent on the size and type of

window/opening.

- d)** A combination of any of the above Modern products/services up the value of \$5,000. All products may not be available in every state. All prices are based on recommended retail price.
7. If the winner selects any Modern products/services (as outlined in Clause 6  
(a) – (d) above) which costs less than \$5,000 then the balance will not be awarded as cash but can be used towards other Modern products/services as outlined in Clause 6 (a) – (d) above. The winners will be responsible for any costs exceeding \$5,000. All prices are based on recommended retail price list. If the winner has already purchased Modern products/services (as outlined in Clause 6 (a) – (d) above) during the promotional period, then they will be entitled to \$5,000 cash back (instead of the Modern Home Improvement Prize).
8. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
9. Total prize pool value is \$5,000. Prizes, including any unused portion of a prize, are not transferable, exchangeable or redeemable for cash.
10. A draw for any unclaimed prizes will take place three months after the original draw date. Any winners will be notified by phone and/or in writing within two (2) business days of the unclaimed prize draw.
11. To enter, Eligible Entrants must during the Promotional Period undertake any of the following steps:
- a) Facebook Entry** - Visit the Modern Group Facebook Page at [www.facebook.com/moderngroupau](http://www.facebook.com/moderngroupau) (“**Facebook Page**”) and then follow the link to the ‘**MODERN GROUP’S \$5,000 WINDOW FURNISHING GIVEAWAY**’ promotion entry page, input the requested details and submit a fully completed online entry form or submit a fully completed online entry form via the Modern Group’s Facebook Messenger; or
- b) Instagram Entry** – Visit the Modern Group Instagram Page at <https://www.instagram.com/themoderngroupau> (“**Instagram Page**”) and then follow the prompts to the ‘**MODERN GROUP’S \$5,000 WINDOW FURNISHING GIVEAWAY**’ promotion entry page, input the requested details and submit a fully completed online entry form.
12. Eligible Entrants will receive one (1) initial entry into the draw for submitting an entry in accordance with each of the methods above.
13. The Promoter reserves the right, at any time, to verify the validity of

entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has 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 fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

14. Incomplete, indecipherable or illegible entries will be deemed invalid.
15. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
16. The Promoter's decision is final and no correspondence will be entered into.
17. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.
20. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
21. 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 ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law

be excluded, including the Non- Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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.

22. Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 Promoter's 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 Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (g) use of a prize.
23. As a condition of accepting a prize the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
24. Entries remain the property of the Promoter and cannot be returned. The Promoter collects entrants' personal information in order to conduct the promotion and may, for this purpose, disclose such information to organizations jointly involved in the conduct, advertising or marketing of the promotion ("Promotional Affiliates"), as well as other third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter and its Promotional Affiliates may, for an indefinite period, use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages or telephoning the entrant. A request to opt out, access, update or correct any information should be directed to the Promoter at their address set out below.
25. Entry and continued participation in the promotion is dependent on Eligible Entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php) and the Instagram Terms of Use which can be viewed at <https://help.instagram.com/>.
26. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and Instagram. Eligible Entrants

understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an Eligible Entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook and Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an Eligible Entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

27. The Promoter is Modern Roof Restoration (NSW) Pty Ltd (ABN 13 075 084 847) of 1-3 Meridian Place, Bella Vista, NSW 2153.

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