

## PAINTBACK – PROMOTION TERMS & CONDITIONS

### Schedule to the Conditions of Entry for the Promotion: “Most Admired Painter Competition”

<b>Promotion</b>	<b>Most Admired Painter Competition</b>
<b>Promoter</b>	The Promotion will be conducted by the <b>Paintback Limited (ACN 55 610 171 312)</b> of Suite 3, Level 3 717 Bourke Street, Docklands, Victoria 3008 (“Paintback”).
<b>Website</b>	<a href="http://www.paintback.com.au">www.paintback.com.au</a>
<b>Entry Restrictions</b>	Entry is open to persons who are 18 years or older at the close of the Entry Period. Entry is restricted to VIC, QLD, WA entrants.
<b>Method of Entry</b>	<ol style="list-style-type: none"> <li>1. To enter, during the Entry Period entrants <b>must</b> <ol style="list-style-type: none"> <li>(a) attend a participating Paintback location and return a tin of paint,</li> <li>(b) take a “selfie” being an original photograph which features their paint return,</li> <li>(c) go online to <a href="http://www.Paintback.com.au/mostadmiredpainter">www.Paintback.com.au/mostadmiredpainter</a> and provide personal details and upload their “selfie”.</li> </ol> </li> <li>2. Entrants can only enter once per person per selfie for each return.</li> <li>3. The Promoter will moderate all images and upload to the Paintback social media pages for public viewing.</li> <li>4. At the Close of the Entry Period each entrant will receive one (1) entry into the Prize Draw.</li> <li>5. In accordance with Prize Draw Details, the Promoter will conduct a draw of all eligible entrants to determine one (1) Major Prize Winner.</li> </ol>
<b>Entry Period</b>	<p>Opens: 29 October 2018 at 9:00am (AEDT)</p> <p>Closes: 12 December 2018 at 5:00pm (AEDT)</p>
<b>Prize Draw Details</b>	<p><b>Prize Draw:</b> The Promoter will hold a random electronic draw of all valid and eligible Entrants to determine one (1) Major Prize Winner. Draw will be held on 13 December 2018 at 10:00am (AEDT) at Suite 3, Level 3 717 Bourke Street, Docklands, Victoria 3008.</p> <p><b>Method:</b> The Promoter will conduct a random computerised draw of all eligible entrants to determine a Winner. The Draw will be conducted in the presence of representatives of the Promoter, together with a witness of the Promoter.</p>
<b>Prize Details</b>	<p><b>One (1) Prize:</b> A holiday to Uluru up to the value of \$4,780 (cost is subject to state of departure), for two (2) Adults (persons over the age of 18 years).</p> <p>Prize includes:</p> <ul style="list-style-type: none"> <li>• Return economy airfares for 2 adults.</li> <li>• Return Airport Transfers from airport to hotel at the destination.</li> <li>• 4 nights accommodation at 5 star hotel (subject to hotel availability at booking dates) for twin share or a double bed configuration.</li> <li>• 1 Tour to Sounds of Silence Dinner for 2 adults (subject to availability at booking dates).</li> </ul> <p>The Winner will be directed to a travel agent managing prize fulfilment for the Promotion at Flight Centre. There will be a select date range for the booking of the prize (limited to off-peak). The booking must be made for travel within 12 months of the Prize Draw date.</p>
<b>Prize Pool Value</b>	<b>Up to a max of \$4,780.00</b>
<b>Additional Information &amp; Terms</b>	<p>Please note: The Prize is subject to the terms and conditions imposed by the Promoter, and other suppliers. See Prize Details for limitations and information on all Prizes.</p> <p><b>Travel Prizes:</b> In respect of elements of the prize that relate to Travel and Accommodation, the Prize may require booking and completing as specified by the Promoters travel agent. Unless expressly stated otherwise, if a Prize involves travel, no other costs will be included and all expenses (including, but not limited to, the costs of transport to and from the airport of departure in home state, or meals), other than those specifically referred to, will be at each winner’s and (if applicable) their accompanying guest’s cost. Accommodation is for room charges only. The Promoter will not be liable for the failure of the winner and any accompanying guest to meet travel schedules or cancellations for whatever reason and regardless as to fault, and no cash or alternative tickets</p>

	<p>or bookings will be awarded in lieu of that element of the prize. No travel insurance is included in any travel prize.</p> <p><b>Prize Details:</b> All Prize(s) will be awarded as specified in to the Prize Details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize(s) are subject to any prize restrictions specified in the Schedule subject to the Relevant State Authorities that have granted the licence. All Prizes or parts of the Prize(s) are subject to availability, non- transferable and non-exchangeable, must be used on any dates specified in these terms and conditions or as stipulated by the prize provider and are not redeemable for cash unless cash is specified. The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in transit of prizes, or for any compensation in relation to those prizes.</p>
<p><b>Notification</b></p>	<p>Prize Winners will be notified by phone or email within 5 working days of the draw.</p>
<p><b>Publication of Winners</b></p>	<p>Prize Winners details will be published on the Website or associated Facebook page from 14 December 2018 for a period of 28 days.</p>

### Conditions of Entry

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule). To the extent that there is any inconsistency between the Conditions of Entry Schedule and the Terms and Conditions; the Terms and Conditions of Entry Schedule will prevail. In these Conditions of Entry,
  - a) all references to Contestants to the Promotion, has been given the meaning of any entrant, finalists, registered participant, prize winners, and/or contestant.
  - b) any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and the Schedule to Conditions of Entry. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
3. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
4. All Entrants acknowledge that the Promoter may rely on these clauses even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as a Prize Winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.
5. The Promotion will be conducted during the Entry Period. Entrants may enter this Promotion in accordance with Method of Entry. Those entrants, who have not complied the Method of Entry will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
6. Eligibility to enter the Promotion is subject to the Entry Restrictions. Contestants must at all times comply with the Entry Restrictions. Those Entrants who have not complied, will be disqualified and/or ineligible to redeem a Prize. Contestants are required to take full responsibility for ensuring that they meet the Eligibility Criteria and complies with these Conditions of Entry.
7. Directors, management and employees of the Promoter and their immediate family members of these people are ineligible to enter this Promotion. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager or employee.
8. Should an Entrants contact details change during the Promotion Period, it is the Contestants' responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
9. If the prize is awarded via a prize draw, the draw will take place in accordance with the Draw Details.
10. All prizes are non transferable and non exchangeable or redeemable for cash. Information and details about Prize(s) are set out in the Schedule. Prize values are accurate as at the commencement date. All other costs, fees, charges or expenses associated with the Prize(s), which are not specified in the Schedule, are the responsibility of the winner(s) and any Travel Companion. All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value. If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
11. The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it. The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
12. To the extent permitted at law, the Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
13. A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the prize awarded under these Conditions of Entry and will not be responsible for breach of any such implied terms.
14. Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion and acknowledge that: (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook; (b) any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to Facebook; and (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.
15. Promoter has the right to publicise, broadcast, film, publish and communicate to the public the names, characters, likenesses of any entrants for any promotion or matter incidental to the Promotion.
16. By entering this Promotion all entrants:
  - a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
  - b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and
  - c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.
17. At the time of entry, entrants can also opt-in to receive updates and promotional materials from the Promoter. By opting in, entrants agree that their information will be collected and handled by the Promoter and will be subject to the Promoter's Privacy Policy.
18. **Disclosure of Personal Information:** The Promoter may also disclose entrants' personal information to its related bodies corporate, contractors and agencies connected with this Promotion, any prize provider and relevant authorities in the relevant states/territories for the purposes of administering the Promotion, marketing and publicity.
19. **Privacy:** By participating in this Promotion, each entrant agrees that the Promoter may use and disclose the personal information provided by the entrant for the purpose of conducting the promotion or any draw, and for any of the purposes set out in the Promoter's Privacy Policy (available at [www.paintback.com.au/privacy](http://www.paintback.com.au/privacy)), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how the Promoter will deal with that complaint. You can request to access, update or correct any personal information we hold about you by writing to the Promoter's Privacy Officer by sending an email to [info@paintback.com.au](mailto:info@paintback.com.au). Any requests to access, update or correct any information should be directed to the Promoter.