Kick Start Your Small Space Garden Giveaway

Yates x Jack "Follow, Subscribe & Win $500" Promotion – Terms and Conditions (NSW)

1. Promoter/s

• Whites Group Pty Ltd ("Jack") ABN 25 001 845 478, 2B/201 Power Street, Glendenning NSW 2761 info@meetjack.com.au, 1300 559 732 and

• Yates Australia, a division of DuluxGroup (Australia) Pty Ltd ABN 67 000 049 427, 1956 Dandenong Road, Clayton, VIC, 3168 consumer.advice.yates@yates.com.au 1300 369 074.

2. Promotion Type

Game of Chance

3. Eligibility / Entry restrictions

This promotion is only open to residents of Australia. Entrants under 18 years of age must get permission from a parent or guardian before entering. Employees (and their Immediate Families) of the Promoter, or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. "Immediate Family(ies)" means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter).

The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion. The Promoter may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion.

4. Promotion Period

This promotion starts on Sunday 267th April at 6:00pm and ends Sunday 10th May at 11:59pm AEST. No entries accepted outside this period.

5. How to Enter (no purchase necessary)

During the Promotion Period, an eligible person must complete all of the following steps. Entry may begin via Instagram or Facebook; however, the official entry is via the online form.

(a) Follow @yatesgardening, @meetdiyjack and @plantshappen (Instagram entries only).

(b) Comment on the original giveaway post on Instagram or Facebook, telling us why they would love to win.

(c) Submit an entry at https://meetjack.com.au/win-small-space/ and provide the required details (full name, valid email address, mobile number, post code, social media handle/profile name).

Entry is limited to one (1) per person. Automated or bulk entries are invalid. Social media actions alone do not constitute a valid entry.

Note: This promotion does not require tagging third parties, sharing content, or liking posts to enter. The promotion is in no way sponsored, endorsed, administered by, or associated with Meta, Facebook, or Instagram. By entering, entrants release Meta, Facebook, and Instagram from all liability.

6. Prize Details

One (1) winner will receive the prize pack valued at AUD $500 RRP, consisting of:

1. Jack Self Watering Raised Garden x 2
2. Jack Garden Up Charcoal Herb planter x 2
3. Jack Gaden Up Charcoal Classic planter x 2
4. Jack 50m Twist Cotton Tie x 2
5. Jack All Weather Plant Cover x 2
6. Jack Extendable Garden Stake – 5 pack
7. Jack Round Checker Plate Pot Trolley x 2
8. Jack Duo Circle Trellis x 2
9. Yates Premium Potting Mix with Dynamic Lifter 30L x 6
10. Yates Cuttings & Seeds Mix 2.5L x 2
11. Yates Dynamic Lifter Tomatoes, Vegies & Herbs 3kg x 2
12. Yates Dynamic Lifter Organic Plant Food 3kg
13. Yates Dynamic Lifter Fruit & Citrus 3kg
14. Yates Pyrethrum RTU
15. Yates Thrive All Purpose liquid plant food 500ml x 2
16. Yates Top 50 Edible Plants for Pots book
17. Assorted packets of vegies, herbs, and flower seeds x 10.

7. Prize Restrictions and Additional Terms

If any prize (or part of any prize) is unavailable, the Promoter/s, 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.

Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the Prize value. Prize winners are advised that tax implications may arise from their Prize winnings, and they should seek independent financial advice prior to acceptance of their Prize.

Winners will need to provide a street address to receive their prize. No PO boxes will be accepted.

8. Winner Selection & Verification

A random electronic draw will be conducted at Whites Group central office (2B/201 Power Street, Glendenning NSW 2761) by close of business on Tuesday 12th May AEST. The first valid entry drawn will win. The winner must respond within three (3) business days and:

- confirm eligibility; and
- demonstrate they follow @yatesgardening, @meetdiyjack and @plantshappen (Instagram entries only) at the time of the draw and notification.

If not verified or unresponsive, a redraw will occur.

9. Notification & Publication

The winner will be notified by email and/or SMS within two (2) business days of the draw and may be announced on social channels using first name, last initial and postcode.

10. Prize Fulfilment

The prize will be delivered within 21 days of validation. Two (2) deliveries will be arranged: One (1) from Jack/Whites Group and another one (1) from Yates. Arrangements will be made with the winner to ensure that the winner is at home at the time of delivery to receive their prize and will be able to help unload the prize, if required.

11. Unclaimed Prize

If unclaimed after 6 weeks, a redraw will occur.

12. Privacy, Data Sharing & Direct Marketing

By entering, entrants acknowledge that both Promoters collect personal information for the purpose of administering the promotion. Each Promoter will handle personal information in accordance with its respective Privacy Policy.

Entrants may choose to opt in to receive promotional or marketing communications from Jack (Whites Group Pty Ltd) and/or Yates Australia via email by selecting the relevant consent box at the time of entry. Communications may include product news, offers and promotions.

Opting in to receive marketing communications is optional and is not a condition of entry. Entrants may withdraw their consent at any time by using the unsubscribe link included in all marketing communications. Each Promoter will include contact details and an unsubscribe facility in every message. Unsubscribe requests are processed within five (5) business days.

13. General

The Promoter may verify entries and disqualify tampering. Promoters may modify/cancel if interfered with. ACL rights preserved.

14. Liability

The Promoter is not liable for any loss, damage, or injury incurred in connection with the prize except as required by law.

Terms & Conditions

Information on how to enter the Kick Start Your Small Space Garden Giveaway

1. Competition and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.

2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.

4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible, or illegible/inaudible entries (including lost, stolen, forged, defaced, or damaged proof of entry or things required by the Verification Requirements).

5. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.

6. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:

    1. disrupts, annoys, abuses, threatens, harasses, or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with this Promotion;

    2. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or

    3. engages in conduct in relation to this Promotion, which is misleading, deceptive, fraudulent, or damaging to the Promoter's goodwill or reputation.

7. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate, or cancel the Kick Start Your Small Space Garden Giveaway, as appropriate.

8. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

9. An entrant's entry must not include:

    1. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

    2. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and

    3. any literary, dramatic, musical, or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so, and that this permission allows the Promoter to use the entry in accordance with these Terms & Conditions.

10. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.

11. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

12. Each entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate, they will do so at their own risk. A reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who is suffering from asthma, epilepsy, significant back, or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able

or suitable to participate in any of the experiences for reasons of the participant's own or anyone else's safety.

13. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.

14. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. 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.

15. 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. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

16. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) 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.

17. The Promoter may communicate or advertise this competition using Facebook and/or Instagram or another social media platform. However, the competition is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Instagram or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.

18. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.

19. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.

20. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 entrant; or (f) use of the prize.

21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions 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).

22. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this competition. Entrants also irrevocably 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

23. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested, they will not be able to enter the Promotion.

24. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send

information about the Promoters products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.

25. **CAUTION**: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at meetjack.com.au and yates.com.au. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoters.