



HIA Building & Renovation Show

TERMS AND CONDITIONS OF PRIZE ENTRY

Schedule	
Promotion	Win a \$20,000 Kitchen Package from Lathams Kitchens
Promotion Period	Start: Saturday, 25 May 2024 10:00 AM AEST End: Saturday, 25 May 2024 2:00 PM AEST No entries will be accepted outside these times.
Promoter	Housing Industry Association Ltd (HIA) Of 79 Constitution Avenue, Campbell ACT 2612
Who can Participate	Permanent residents of Newcastle (or live within 50 kms of the Newcastle GPO) who (a) attend the HIA Building & Renovation Show; (b) can take delivery of the Prize in their own home (they must own and reside in the property where the works will be undertaken and have authority to have such works undertaken on the property); and (c) are not ineligible to enter the Promotion under clause 7 of the Terms and Conditions.
Method of Entry	Entrants must complete an entry coupon and deposit the completed coupon in the entry box located at the HIA Home Inspirations centre during the Promotion Period. Photocopies of entry coupons are not permitted.
Eligible Entrant	Refers to an Entrant who satisfies the Who can Participate and Method of Entry requirements.
Total prize pool	\$20,000 (incl GST)
Details of prize	A Lathams Kitchens package which includes materials, fabrication, installation and delivery and fitting of joinery associated products only, and excludes stone, splashbacks, appliances and other trades including but not limited to, electrical and plumbing to the retail value of \$20,000 including GST. See special conditions for further prize details and requirements, including exclusions.
Total number of prizes	One
Maximum number of entries	Eligible Entrants may only submit once – only one entry per household.

Prize draw and judging	<p>This is a game of chance.</p> <p>Prize winner will be drawn at random by draw.</p> <p>The Prize judging will be completed on or before 2:30 PM AEST on 25 May 2024.</p> <p>Location of the judging:</p> <p>17 Murray Dwyer Circuit Mayfield West NSW 2304</p>
Notification of winners	<p>The Prize winner will be notified via phone, and in writing (mail or email) and names published in on the HIA Hunter social media channels on Tuesday 28th May 2024.</p>
Unclaimed prize draw	<p>If the Prize is unclaimed in accordance with these terms and conditions, the Prize to that winner will be forfeited and a redraw will take place in accordance with the Method of Entry when the Prize was drawn, subject to any directions from any regulatory authority.</p> <p>Unclaimed prize draw date: 10:00 AM AEST on 27 August 2024.</p> <p>Location of unclaimed prize draw:</p> <p>17 Murray Dwyer Circuit Mayfield West NSW 2304</p>
Notification of unclaimed prize winners	<p>Unclaimed prize winners will be notified via phone and in writing (mail or email to the address provided).</p>
Sponsors	<p>S & K Latham Pty Ltd ABN 36 100 171 784</p> <p>trading as Lathams Kitchens</p>
Permit Number	<p>NSW permit No: TP/01923</p>
Special conditions	<p>Lathams Kitchens will provide materials, fabrication, delivery and installation of joinery associated products only. This excludes stone, splashbacks, appliances and other trades including but not limited to, electrical and plumbing, to the maximum and total value of \$20,000 retail (inc. GST) as follows:</p> <p>Other Extra costs</p> <p>If the Winner selects designs, products or materials and/or chooses to undertake works that exceed the respective \$20,000 (incl GST) the Winner will be directly liable for all additional costs with payments to be made in full to Lathams Kitchens.</p> <p>Exclusions</p> <p>Lathams Kitchens will not be responsible for.</p> <ul style="list-style-type: none"> • Asbestos removal. • Moving of floor waste in concrete • Structural repairs to damaged walls or leak issues • Any costs not directly associated with the joinery • Upgrades to services. • Other trades including but not limited to, electrical and plumbing. • Stone, splashbacks, appliances. <p>Additional ineligible entrants</p> <p>Exhibitors and office tenants of the HIA Home Inspirations centre are also not eligible to enter the Promotion. This includes the directors, officers, management, employees, and contractors and immediate families) of such exhibitors and office tenants.</p>

General Terms and Conditions (T & Cs)

1. The Promoter of the Promotion is Housing Industry Association Ltd ACN 004 631 752.
2. Information on how to enter and prize details set out in the Schedule form part of these general terms and conditions (**T&Cs**)
3. By participating in the Promotion, entrants agree to be bound by the T & Cs.
4. The T&Cs must be read in conjunction with the Schedule. The Schedule defines the terminology used in these terms of and conditions. Where there is any inconsistency between these T&Cs and the Schedule, the Schedule prevails.

Entry rules and requirements

5. The Promotion will be conducted during the Promotion Period.
6. Entry is open only to all Entrants aged 18 years or older who satisfy the Who can Participate section detailed in the Schedule.
7. Directors, officers, management, employees, suppliers (including Prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and Sponsors are ineligible to enter.
8. The Entrants must follow the Method of Entry during the Promotion Period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
9. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
10. Entrants may submit up to the Maximum number of entries of the Schedule (if applicable).

The Prize

11. The Prize is specified in the Details of prize section of the Schedule.
12. The total prize pool is specified in the Total prize value section of the Schedule.
13. All Prizes are valued in Australian dollars unless expressly stated to the contrary.
14. Prizes involving travel must be taken to coincide with the dates specified in the Details of prizes section of the Schedule or as otherwise specified in the conditions of any third-party travel provider. Any changes to the confirmed prize details will be at the expense of the winner(s) and will only be permitted with the prior consent of the Promoter or third-party travel provider.
15. Unless otherwise stated, any travel prize does not include travel documents, meals, taxes not included in the price of the ticket, transfers or any other costs of a personal nature. Compliance with any health, travel insurance, passport or other government requirements is the responsibility of the Prize winner and his or her guest(s). The Promoter and the relevant Prize supplier will not be obliged to compensate the Prize winner or their guests for non-compliance with this or any resulting loss therefrom.
16. The Promoter makes no representation as to the safety, conditions or other issues that may exist as part of the travel or at the destination.
17. The Prize elements, accommodation, dining and activity is subject to availability at the time of booking. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any impact this has on redemption of the prize elements, including accommodation, dining and activity
18. The Prize is not transferrable, exchangeable or redeemable for cash.
19. All taxes (excluding GST, if any) which may be payable as a consequence of receiving the Prize are the sole responsibility of the Entrant.
20. Entrants are responsible for any and all expenses that they incur in entering the Promotion and claiming and redeeming the Prizes and they will not be reimbursed regardless of whether or not they win the Promotion.

Winner selection

21. The Prize will be awarded in accordance with the Prize draw details section of the Schedule. The Judges' decision is final and no correspondence will be entered into.

22. The winner(s) of the Prize will be notified in accordance with the Notification of Prize winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two Business Days after Notification is given by the Promoter in accordance with the Schedule. The notification will include details about how the prize(s) can be claimed. In this clause, Business Day means any day except for Saturday, Sunday or a public holiday in New South Wales, Australia.

23. The Promoter takes no responsibility where it is unable to contact winners who have not provided correct or complete contact details or who otherwise have not received the actual Notification for any reasons. If an Entrant's contact details change during or after the Promotional Period, it is the Entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.

Ownership of Entries

24. Entrants agree that ownership of any intellectual property (IP) rights in their entry, is assigned to the Promoter without the payment of any further fee or compensation. Entrants agree to sign any further documentation to give effect to this arrangement as a precondition to being awarded their prize.

Warranties and exclusion of liabilities

25. Nothing in these T & Cs limit, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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 warranties and 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.

Errors, omissions and exclusions

26. Errors and omissions will 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.

Termination of Promotion and Exclusion of entrants

27. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

Privacy and Collection Notice

28. The Promoter will use and handle and personal information ("PI") collected from participants in accordance with its Privacy Policy, which can be viewed at <https://hia.com.au/privacy>. The Privacy Policy also contains information about how participants may opt out, access, update or correct their PI, how participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose participant's personal information to any entity outside of Australia.

29. Notwithstanding any other terms and conditions, participants consent to the Promoter using the personal information provided in connection with this competition for the purposes of

(a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion; and

(b) providing information to participants about the products and services offered by the Promoter, the Sponsors and their related companies.

Publicity

30. By accepting a Prize, Winner/s agree that:

(a) if requested by the Promoter and/or the Sponsors, the Winner/s will: i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
ii. participate in any promotional activity in connection with the Promotion or the Prize;

(b) the Promoter and the Sponsors may use their name, image, comments, photographs or audio-visual clips (Materials) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s or any other person;

(c) the Promoter and the Sponsors may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;

(d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and

(e) the Winner/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Facebook, YouTube and Instagram

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

TERMS AND CONDITIONS OF PRIZE ENTRY

1. Entry into this competition is deemed to be acceptance of these terms and conditions.
2. The Promoter is Housing Industry Association Limited ABN 99 004 631 752 (HIA), 79 Constitution Avenue, Campbell ACT 2612.
3. This competition commences at 10am AEST on Saturday 25 May 2024 and closes at 2.00pm AEST on Saturday 25 May 2024.
4. Prize to be drawn at 2.30pm AEST on Saturday 25 May 2024 at HIA Home Inspirations centre, 17 Murray Dwyer Circuit, Steel River Estate, Mayfield West NSW 2304.
5. Winners will be notified by phone, mail and names published on the HIA Hunter Facebook group on Tuesday the 28th of May 2024. Unclaimed prizes will be redrawn at 10am AEST on Tuesday 27th August 2024 at 17 Murray Dwyer Circuit, Steel River Estate, Mayfield West NSW 2304.
6. Entry is open only to persons 18 years of age or over.
7. HIA staff and their families as well as HIA Home Inspirations exhibitors and office tenants, their staff and their families are ineligible to enter. For the purposes of the promotion, "families" shall be deemed to include mother, father, son, daughter, brother, sister, husband, wife, de facto husband, de facto wife, and step children.
8. To enter the competition, entrants must complete an entry coupon and deposit the completed coupon in the entry box located at the HIA Home Inspirations centre during the hours of operation commencing 10am AEST on 25th May 2024 and closing at 2.00pm AEST on Saturday 25th May 2024. Any entry not complying with these conditions, or any other conditions contained herein will be deemed invalid. Photocopies or any other form of reproduction of entry forms are not permitted and will be deemed invalid.
9. Only one entry per residential address is permitted. Extra entries per entrant and residential address will disqualify that entrant and address from the promotion and the prize will be re-drawn.
10. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
12. In consideration for the Promoter awarding the prize to the Winner, the Winner hereby permits the Winner's image and/or voice and their property, as recorded, photographed, or filmed during the Winner's participation in the prize, either prior to or after the renovation, to appear in connection with HIA, Lathams Kitchens or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.
13. The prize is "Win a \$20,000 Kitchen Package from Lathams Kitchens"
14. Lathams Kitchens will provide trades and services and products to the retail value of \$20,000 inclusive of GST. Works will be completed by S & K Latham Pty Ltd, NSW Contractor Licence 135504C.
15. The prize will be offered under the following conditions:
 - a) The prize is not transferable and is to be offered in the Newcastle and surrounding region or within 50km of the Newcastle GPO.
 - b) Entrants must be the homeowner of the property that the kitchen is located and have the authority to undertake the kitchen replacement.
 - c) Lathams Kitchens will do an initial site inspection and provide a written quotation to carry out the renovation to your requirements at one address only and one kitchen only. Quotation will be valid for

a period of 30 days from date of issue, acceptance outside of this timeframe may incur any increases in materials and product costs. If it is deemed that there are structural issues with the property, this will be the responsibility of the winner to fix prior to the renovation. All costs regarding structural issues are to be that of the winner and not the Promoter or Lathams Kitchens.

d) The quotation price will be at industry rates for building labour, electrical and plumbing.

e) The quotation price is based on unrestricted access to the site by Lathams Kitchens staff and sub-contractors to carry out the work during normal working hours.

f) Materials and products will be allowed at current retail value.

g) Lathams Kitchens will provide services and materials to carry out the work to the value of \$20,000 retail inclusive of GST.

h) The winner will be responsible for visiting Lathams Kitchens at Warners Bay NSW 2282 to make selections. In the event a Winner's selected design and build with Lathams Kitchens exceeds \$20,000 inclusive of GST this is at the responsibility of the Winner and the additional payment must be made in full by the Winner to Lathams Kitchens.

i) Lathams Kitchens will not be responsible for any costs not directly associated with the work on the kitchen.

j) Work is to be scheduled and carried out in a timely manner agreeable to both parties but must be completed within 6 months of the quotation date. Works will be completed by Lathams Kitchens.

k) The prize or any portion not used is not redeemable in cash or credit.

l) The prize is not transferable for any other offer.

m) The work will be carried out using a standard HIA Kitchen, Bathroom, Laundry contract or similar.

16. The total value of all prizes is equal to and not greater than \$20,000.00 Retail inclusive of GST.

17. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

18. In acceptance of the prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize.

19. Entries become the property of the Promoter and the Promoter reserves the right to add your details to the Promoter's database. By entering the competition, you agree to receive information from the Promoter about the products and services of the Promoter.

20. All Promoters' decisions will be final and no correspondence will be entered into, the right to limit entry or amend rules if considered necessary without notice, subject to any directions by a regulatory authority.

21. NSW permit No: TP/01923