

DeckSeal Competition – Terms and Conditions

This offer is for Entrants to go into the draw to win a \$500 Visa Prepaid Card by leaving a Google Review, following DeckSeal on Instagram or Facebook, referring a friend to DeckSeal or share a photo of their DeckSeal project on social media (**Competition**).

By entering the Competition, all Entrants acknowledge that they have read, understood and agree to be bound by these Terms and Conditions.

Definitions

1. The following definitions apply to these Terms and Conditions:
 - (a) **Competition Period** means the following periods (each individually described as a “Competition Period”):
 - (i) 1 July to 30 September;
 - (ii) 1 October to 31 December;
 - (iii) 1 January to 31 March; and
 - (iv) 1 April to 30 June, each calendar year;
 - (b) **DeckSeal Business** means a business trading under the DeckSeal name providing deck sealing and restoration services to customers;
 - (c) **Draw Date** means the 3rd day of the month immediately following the end of a Competition Period, being 3 October, 3 January, 3 April and 3 July each calendar year;
 - (d) **Eligibility Criteria** means an individual who:
 - (i) is an Australian resident;
 - (ii) is over the age of 18 years old;
 - (iii) is not an employee, contractor, representative agent, director or officer of the Promoter or any of the Promoter’s parent, subsidiary, or affiliated companies, marketing agencies, and any other parties involved in the administration of the Competition;
 - (iv) complies with these Terms and Conditions;
 - (e) **Entrant** means an individual who meets the Eligibility Criteria and enters the Competition in accordance with these Terms and Conditions;
 - (f) **Prize** means a 1x \$500 electronic VISA Prepaid Card for each Competition Period;
 - (g) **Promoter** means DeckSealRevival Franchising Pty Ltd ACN 622 818 532 care of Rose Corporate Pty Ltd, 1330 Malvern Road, Malvern VIC 3144;
 - (h) **Website** means www.deckseal.com.au.

How to enter the Competition

2. Entrants can enter the Competition and go into the draw to win the Prize as follows:

Leave a Google Review

- (a) to receive 1 entry into the Competition, an Entrant must during the Competition Period:

- (i) have received services from a DeckSeal Business; and
- (ii) shared their thoughts about their experience with the DeckSeal Business by leaving a Google review with the DeckSeal Business; and
- (iii) email the Promoter at competition@deckseal.com.au with their full name, email address, phone number and date they left the Google review,

(Review Entry)

Join the Community

- (b) to receive 1 entry into the Competition, an Entrant must during the Competition Period:
 - (i) follow the Promoter's Instagram page @decksealrevival or the Promoter's "DeckSeal" Facebook page; and
 - (ii) email the Promoter at competition@deckseal.com.au with their full name, email address, phone number and date they followed the Promoter's Instagram or Facebook page,

(Like & Follow Entry)

Refer a Friend

- (c) to receive 1 entry into the Competition, an Entrant must during the Competition Period:
 - (i) have received services from a DeckSeal Business previously (regardless of whether before or during the Competition Period);
 - (ii) refer a friend to a DeckSeal Business during the Competition Period who:
 - (1) obtains a quote from the DeckSeal Business; and
 - (2) accepts the quote from the DeckSeal Business;
 - (iii) email the Promoter at competition@deckseal.com.au with their full name, email address, phone number and contact details of the friend they referred to the DeckSeal Business,

(Refer a Friend Entry)

Post & Tag

- (d) to receive 1 entry into the Competition, an Entrant must during the Competition Period:
 - (i) have received services from a DeckSeal Business;
 - (ii) post a before & after photo on their Facebook or Instagram of the completed services from the DeckSeal Business (the Entrant cannot post the photo to the Promoter's social media or any social media of the DeckSeal Business), tag the Promoter (@decksealrevival for Instagram or the Promoter's "DeckSeal" Facebook page) in the post and use the hashtag "#decksealrevival", "#deckrestoration" and "#deckmaintenance";
 - (iii) email the Promoter at competition@deckseal.com.au with their full name, email address, phone number and date they posted their photo on Facebook or Instagram,

(Post & Tag Entry).

A Review Entry, Like & Follow Entry, Refer a Friend Entry and Post & Tag Entry Each are each individually described as an "Entry" for the purpose of these Terms and Conditions.

3. When an Entrant submits:

- (a) a valid Review Entry, they will receive 1 entry into the Competition to go into the draw to win the Prize;

- (b) a valid Like & Follow Entry, they will receive 1 entry into the Competition to go into the draw to win the Prize;
 - (c) a valid Refer a Friend Entry, they will receive 1 entry into the Competition to go into the draw to win the Prize; and
 - (d) a valid Post & Tag Entry, they will receive 1 entry into the Competition to go into the draw to win the Prize.
4. The maximum number of entries by a Review Entry and Like & Follow Entry is 1 per Entrant. For the avoidance of doubt, if an Entrant has submitted a Review Entry or Like & Follow Entry during a previous Competition Period, they cannot submit a Review Entry or Like & Follow Entry for any future Competition Periods.
 5. The maximum number of entries by a Refer a Friend Entry and Post & Tag Entry is unlimited. For the avoidance of doubt, if an Entrant has submitted a Refer a Friend Entry and Post & Tag Entry during a previous Competition Period, they are eligible to submit a Refer a Friend Entry and Post & Tag Entry for any future Competition Periods.
 6. Subject to these Terms and Conditions, an Entrant may submit a Review Entry, Like & Follow Entry, Refer a Friend Entry and Post & Tag Entry in a single Competition Period.
 7. The eligibility of an Entry is solely at the discretion of the Promoter and the Promoter reserves the right to reject any Entry.

How the Prize Winner is selected

8. The Competition is a game of chance. Skill plays no part in determining the winner of the Prize.
9. The winning entry of the Competition will be selected at 11.00am AEDT on each Draw Date using computerised random selection at the Promoter's office located in Burwood, Victoria.
10. For each Competition Period, there will be 1 winning entry of the Competition (**Prize Winner**). The Prize Winner will receive the Prize.
11. The Promoter reserves the right to draw additional reserve winning entries and record them in case an ineligible Entry is drawn as a winning entry. The Prize Winner need not be present at the draw.
12. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the result of the Competition.

Notification and claiming the Prize

13. The Promoter will notify the Prize Winner by email or phone within 2 business days of the Draw Date. The Prize Winner's name will be published on the Website for 28 days following the Draw Date.
14. The Promoter will take all reasonable steps to identify and notify the Prize Winner, however it is the sole responsibility of Entrants to provide the Promoter with true, correct and up to date contact details for ease of correspondence and prize notification.

15. If the Prize Winner cannot be identified by the Promoter or does not claim the Prize before 5.00pm AEDT within 5 business days after the Draw Date, then the Prize Winner will forfeit the Prize and a new winner will be drawn as follows:
 - (a) the Promoter will conduct an unclaimed prize draw at 11.00am AEDT on day which is 6 business days after the Draw Date using computerised random selection at the Promoter's office located in Burwood, Victoria;
 - (b) the winner of the unclaimed prize draw (**Unclaimed Winner**) will be notified by email within 2 business days of the unclaimed prize draw; and
 - (c) the Unclaimed Winner's name will be published on the Website for 28 days following the unclaimed prize draw.
16. All terms applicable to the Prize Winner will apply to the Unclaimed Winner.
17. The Promoter reserves the right to request that the Prize Winner provides proof verifying satisfaction of the Eligibility Criteria to claim the Prize. If the Prize Winner cannot provide suitable proof to the Promoter, the Prize Winner will forfeit the Prize in full and no substitute will be provided.
18. Upon the Prize Winner claiming the Prize, the Promoter will contact the Prize Winner by email and/or phone with details on how they must redeem the Prize.
19. Upon acceptance of the Prize, the Prize Winner agrees:
 - (a) their name may be published on the Promoter's website and social media pages, including Instagram and Facebook;
 - (b) to and sign any disclaimers or any additional agreements, deeds, waivers and/or guarantees required by the Promoter (**Additional Agreement**);
 - (c) that acceptance, redemption and/or use of the Prize may be conditional on entering into and complying with any Additional Agreement; and
 - (d) that the Promoter or its promotional partners can use their name, likeness, image and/or voice in marketing (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration in connection to this Competition.

Prize Terms

20. The total value of the Prize pool is AUD\$500 inclusive of GST.
21. The Prize is redeemable subject to any terms and conditions of the issuer, including those specified on the Prize.
22. Any part of the Prize not redeemed or used in accordance with the terms and conditions of the issuer of the Prize will be forfeited by the Prize Winner with no entitlement to any refund, credit, compensation, reimbursement or an alternative prize. No compensation will be payable if a Prize Winner is unable to use any element of the Prize for whatever reason.
23. The Prize must be taken as offered and cannot be varied. The Prize is not transferable or exchangeable, and cannot be redeemed for cash or any other currency. If the Prize Winner does not take an element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited by the Prize Winner and cash will not be supplied for that element of the Prize.

24. If any element of the Prize is altered, changes or becomes unavailable due to any reason beyond the reasonable control of the Promoter, the Promoter takes no responsibility and reserves the right, in its sole discretion and to the fullest extent permitted by law, to change, suspend or cancel the Prize (or any element of the Prize) without providing compensation to the Prize Winner.
25. If the Promoter becomes aware after the Prize Winner has won the Prize that the Prize Winner has not complied with these Terms and Conditions, the Prize Winner will have no entitlement to the Prize, even if the Promoter has announced them as the winner. That Prize Winner will be required to return, refund or otherwise make restitution of the Prize.
26. To redeem the Prize, the Prize Winner must agree to and sign any disclaimers or agreements that may be required by the Promoter at its sole and absolute discretion.

General Terms

27. The Promoter reserves the right to, at any time, verify the validity of an Entries, (including the identity and an Entrant, the Eligibility Criteria of an Entrant, and validity of the Entry) and to disqualify any Entrants whose Entry is not submitted in accordance with these Terms and Conditions, or who otherwise tamper with the entry process. Errors and omissions will be accepted at the Promoter's absolute and unfettered discretion.
28. The Prize Winner can be disqualified after they are notified by the Promoter.
29. Entrants acknowledge that any material gathered and produced as a result of their entries will be owned by the Promoter.
30. The Promoter's decision is final in all aspects of the Competition and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. The Entrants fully indemnify the Promoter for any breach of these Terms and Conditions.
32. The Promoter may change or cancel the Competition at any time, subject to laws.
33. The Promoter is not responsible for any loss or damage suffered by any Entrant or the Prize Winner (however caused) in connection with the Competition, or for any personal injury suffered or sustained as a result of taking the Prize, except for any liability that cannot be excluded by law.
34. Nothing in these Terms and Conditions excludes, restricts or modifies any rights, liability or remedies under the *Competition and Consumer Act 2010* (Cth), or any other law, that cannot be excluded, restricted or modified.
35. 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 death, personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising out of or in connection with the Competition, including but not limited to:
 - (a) technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) theft, unauthorised access or third party interference, whether with an Entrant's entry or otherwise;

- (c) any entry or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) for any reason beyond the reasonable control of the Promoter;
 - (d) any tax liability incurred by an Entrant; or
 - (e) taking of or use of the Prize.
36. If the Competition is interfered with or frustrated 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 the Entrant; and/or
 - (b) to modify, suspend, terminate or cancel the Competition.
37. The Promoter will collect and use personal information to conduct the Competition and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors and service providers and use the personal information for the purposes described in these Terms and Conditions and the Promoter's Privacy Policy. Entry by an Entrant is conditional upon them providing this information to the Promoter. The Promoter's Privacy Policy is available at <https://deckseal.com.au/privacy-policy.html>. In addition to the purposes stated in the Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, subject to applicable privacy laws and regulations. All Entries become the exclusive property of the Promoter.
38. This Competition is not in any way sponsored, endorsed or administered by, or associated with, any social media platform, including Facebook, Instagram or TikTok. By participating in this Competition, Entrants agree to release any social media platform from any and all claims or liability that the claimant may have against the social media platform arising out of this Competition.
39. The laws of the State of Victoria, Australia apply to the Competition and these Terms and Conditions to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia.