

TERMS & CONDITIONS

Schedule to Terms & Conditions of entry

Promotion name	Hard Yakka's Australia Day Weekend Embossed Tee Giveaway
Eligible States/Territories	Victoria, New South Wales, Tasmania, Australian Capital Territory, Queensland, South Australia, Northern Territory and Western Australia
Promotion period	Start: 26 January 2019 11:00 AM AEST/AEDT (as applicable) End: 27 January 2019 11:59 PM AEST/AEDT (as applicable) No entries will be accepted outside this time.
Promoter ("we, us, our")	THE WORKWEAR GROUP PTY LTD trading as Hard Yakka & KingGee ABN: 82 004 055 387 Level 1, 187 Todd Road, Port Melbourne, Victoria, 3207 Australia Ph: (03) 9621 7555
Eligible Entrants ("you", "your")	Entry to the Promotion is open to Australian residents 18 years of age or over in all Eligible States/Territories who fulfil the method of entry requirements set out in this Schedule.
Details of prizes	One (1) individual will win one (1) Hard Yakka Embossed Crew Neck T-Shirt valued at \$29.95 AUD RRP: <ul style="list-style-type: none">• Y19470 Hard Yakka Embossed Crew Neck T-Shirt in nearest size of winner's preference AUD 29.95 RRP
Total number of prizes	1
Total prize value	Total prize pool (inc GST): AUD29.95 RRP
Method of Entry	To enter, an entrant must, during the Promotion period: GAME OF SKILL:

	<p>Follow our Hard Yakka Facebook (@HardYakka: https://www.facebook.com/HardYakka/) page using your personal Facebook account and comment on the competition post explaining in 25 words or less why you are Australia's most authentic Hard Yakka tradie.</p> <p>Or</p> <p>Follow our Hard Yakka Instagram page (@hardyakkaofficial: https://www.instagram.com/hardyakkaofficial/?hl=en) (refer link in bio) using your personal Instagram account and comment on the competition post explaining in 25 words or less why you are Australia's most authentic Hard Yakka tradie.</p> <p>An entrant will be awarded one (1) entry into the Promotion for successfully completing the entry form. Max one (1) entry per entrant.</p>
Maximum number of entries	One (1) entry per individual
Notification of winners	<p>Winners will be notified via EMAIL OR FACEBOOK OR INSTAGRAM MESSAGE within 5 days of the respective draw.</p> <p>Public Announcement of Winner(s) Name and State/Territory of Residence (if applicable): via the Hard Yakka Facebook and Instagram page when winner has been confirmed.</p>

Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these

Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.

2. Entry is open only to Eligible Entrants of the Eligible States/Territories who satisfy the Method of entry. 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 of its related bodies corporate. Immediate family means any of the following: spouse, ex-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 first cousin whether living in the same household as the directors, officers, management, employees, suppliers or contractors.
3. This is a game of skill and chance plays no part in determining the winner.
4. The Promotion will be conducted during the Promotion period.
5. The Prize/s are specified in the Details of prizes section of the Schedule.
6. The total prize pool is specified in the Total prize value section of the Schedule.
7. Any prize is valued in Australian dollars unless expressly stated to the contrary.
8. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
9. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed by the Promoter regardless of whether or not they win the competition.
10. The entrants must follow the Method of Entry set out in the Schedule 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. The Promoter has the sole discretion to determine the validity of entries and to determine the prize winner(s). All decisions and actions of the Promoter and its staff will be exercised according to their absolute discretion. The Promoter's decision is final. No correspondence will be entered into.
11. The time of entry will be deemed to be the time the entry is received by the Promoter, not at the time of transmission.
12. Entrants may submit up to the Maximum number of entries (if applicable).

13. 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.
14. The winner(s) will be notified in accordance with the Notification of winners. Notification to winners will be deemed to have occurred on the earlier of the time the winner receives actual notification from the Promoter or two business days after the notification is sent. The notification will include details about how the prize(s) can be claimed.
15. The form of any identification, authorisation or release required by the Promoter before any prize is awarded is at the discretion of the Promoter. To the extent permitted by law, failure by the entrant to provide such proof of identification, authorisation or release will immediately invalidate a prize winner's entitlement to a prize. In the event of 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. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details or who fail to provide the Promoter with any required proof of identification, authorization or release under clause 16 . If an entrant's contact details change during the Promotion period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
17. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
18. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
19. If a prize is no longer available the Promoter may substitute with a prize of higher or equal value at the discretion of the Promoter, subject to any written directions from a regulatory authority. The Promoter is not allowed to deduct any administrative costs associated with provision of the prize.
20. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against

all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

21. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
22. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
23. The Promoter and its associated agencies and companies will not be liable for any damage in transit to or delay in transit of prizes. The Promoter and its associated agencies and companies makes no representations or warranties as to the timeliness or successful delivery of the prize to the winner(s).
24. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this, the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is inappropriate or offensive or negative or fraudulent, misleading or deceptive, or not in accordance with these Terms of entry, or who manipulates or tampers with the entry process or is generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. The Promoter has the right to withhold the provision of a prize where the Promoter is aware or reasonably suspects that the provision of the prize would, or may be, in breach of any conduct or compliance policy of the Promoter, its related bodies corporate, or any third party (including the Promoter's customers) or any applicable laws. If the Promoter suspects fraud or misconduct, the prize may be withheld or withdrawn in the Promoter's sole discretion.
26. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority, and must be taken as

awarded. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

27. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
28. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
29. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
30. 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.
31. The Promoter respects the policies of its customers which forbid the acceptance of awards, prizes or incentives by their employees in connection with their business or which require the business to determine the terms on which such awards, prizes or incentives may be offered in connection with their business. Accordingly, prizes are not a personal incentive, and where the Promoter is aware that a winning entrant is an employee of a customer organisation of the Promoter, the Promoter may in its absolute discretion award the prize to the relevant customer organisation. In these circumstances, allocation of any prizes to any person within the customer organisation is to be determined by the relevant customer organisation that has been awarded

the prize (or its relevant authorised officer). Alternatively, the Promoter may require a prize winner to provide signed authorisation from an authorised officer of its employer confirming permission for the winner to accept the prize. The Promoter may provide to a customer organisation personal information about any of the customer organisation's employees who enter the Promotion.

32. To the extent permitted by law, the Promoter reserves the right to withdraw or amend the Promotion as necessary due to circumstances outside its reasonable control or if required by a relevant regulatory authority.
33. By participating in this competition, you acknowledge full acceptance of the terms and conditions and warrant that your entry/comment does not contain any material that is libelous, defamatory, pornographic, profane or obscene.
34. The Winner's prize will be dispatched to any regular Australian postal address (excluding PO BOX).
35. Spending money, meals, travel taxes, travel insurance, passports, visas, transport to and from departure point and all other ancillary costs, as well as obtaining any of these, are the sole responsibility of the winner.
36. In consideration for awarding the prize to the winner, acceptance of the prize constitutes agreement by the winner to allow the use of the winner's name, image, voice and/or likeness by the Promoter for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law.
37. The Promoter collects information about the entrants ("**you**" or "**your**") to conduct the Promotion and, where appropriate, to award prizes, and may also use the information to assist in improving its goods and services and to contact you in the future with special offers, or for business, marketing and related purposes including re-marketing activities on Facebook, YouTube, LinkedIn or Google and implementing reasonable data protection. The Promoter may share your information with its Australian related companies, contractors, suppliers, service providers (including those located overseas) and other third parties. By entering this Promotion, each entrant agrees that the Promoter may disclose the entrant's personal information if required by law and may publish, or cause to be published, the winners' names and State/Territory of residence online and in media. Your personal data is collected and held in accordance with the terms of the Promoter's privacy collection statement and privacy policy which can be found on its website at www.workweargroup.com.au/privacy-policy. To request access to the personal information that the Promoter holds on you or to remove your information from the Promoter's

records, please write to the Privacy Officer at Level 1, 187 Todd Road, Port Melbourne, VIC, 3207, with your name, address and your request.

38. Entrants are advised to print and keep safe these terms and conditions, a copy of which can be obtained from the Promoter's reception at Level 1, 187 Todd Road, Port Melbourne, VIC, 3207 or online at <https://www.workweargroup.com.au/terms-and-conditions/australia>

39. If you have any queries in relation to the Promotion, please write to Workwear Group, Level 1, 187 Todd Road, Port Melbourne, VIC, 3207