| Promotion Name                          | Metropolitan's Krafts For Kids: Easter Extravaganza 2022<br>Competition   |
|---|---|
| Promoter                                | Gas and Plumbing Pty Ltd ABN 89 152 593 630 of Level 9, 193-195<br>North Terrace Adelaide 5000  |
| Promotion Period                        | The promotion opens at 9am ACST Monday the 11th of April 2022.  |
|   | Submissions close 1pm ACST on Wednesday the 20 <sup>th</sup> of April 2022 with the winner announced at 3pm ACST on the same day.   |
| Relevant State(s)/ City(s)              | To be able to claim the voucher, winners will have to be residents of one of the following areas we service, including a 50km radius of Adelaide, South Australia; 50km radius of Melbourne, Victoria; 10km radius of Geelong, Victoria; 10km radius of Bendigo, Victoria; 10km radius of Ballarat, Victoria; 50km radius of Perth, Western Australia; 50km radius of Brisbane, Queensland; 10km radius of Gold Coast, Queensland.  |
| Entry Restrictions                      | Entry is open to residents of the relevant states/cities. The entry must be done by a child under the age of 12 and have a parent or guardian post their submission on their behalf on the Metropolitan Plumbing Electrical and Air Con Facebook page <a href="https://www.facebook.com/MetropolitanGroupAU">https://www.facebook.com/MetropolitanGroupAU</a>   |
| Verification Requirements               | Not Applicable  |
| Entry Procedure                         | To enter, entrants must, during the Promotion Period:  (a) Download one of the printable Metropolitan Krafts for Kids  (b) Post a photo of their child's colour in on the Metropolitan  Plumbing Electrical and Air Con's Facebook page  You can only enter once per downloadable colour in (there are maximum of 5) – don't create multiple accounts to try and get around this. Anyone creating multiple accounts will be ineligible to win. You must live in one of the 'relevant states' mentioned above. |
| Maximum Number of Entries               | 1 entry per downloadable craft. There is a total of four, therefore a maximum of four entries.  |
| Judging Details                         | When: All submissions will be reviewed on Wednesday the 20 <sup>th</sup> of April 2022. Three winners will then be announced that day at 3pm ACST.  |
|   | Location: Level 9, 193-195 North Terrace Adelaide 5000 Judging Criteria: All submissions will be reviewed by a selected panel of experts at Metropolitan Plumbing Electrical and Air Conditioning, judging submissions on creativity, clarity and/or wit.   |
| Prize Details                           | Major Prize: \$100 gift card No. Available: 3   |
| Total Prize Pool                        | \$300   |
| Prize Restrictions/Exclusions           | Non-transferable or refundable  |
| Notification and Publication of Winners | Winners will be contacted via Facebook and asked for their email address to send their prize by email. The winners' prize will be emailed to them within 2 business days of responding. We will   |

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|                  | send a confirmation email when this has been sent out. Weekly prize winners' names will be published on the promoter's Facebook page.  |
|------------------|--|
| Prize Claim Date | If the major prize winner does not respond to our Facebook messages requesting their email address within a week of initial contact on the 20 <sup>th</sup> of April 2022, the pool of finalists will be revaluated, and the next best entry will be contacted. Any following winners of will also have a week to respond to any forms of contact. |

### **METROPOLITAN PLUMBING ELECTRICAL & AIR CONDITIONING**

# Terms and Conditions of Entry for the Metropolitan's Krafts for Kids: Easter Extravaganza 2022 Competition

- 1. These terms and the Schedule form the Conditions of Entry for this Promotion, and set out all of the information you need to know regarding this Promotion. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then what's in the Schedule is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
- 2. The promoter is Gas & Plumbing Pty Ltd. ABN 89 152 593 630, of Level 9, 193-195 North Terrace Adelaide 5000 ('Promoter', 'we', 'us').
- 3. Any updates to these Conditions of Entry will be published on our website at <a href="https://metropolitanplumbing.com.au/competitions/">https://metropolitanplumbing.com.au/competitions/</a> on the relevant competition, so it's important to check these Conditions of Entry regularly.

# Who can enter ... and who can't

4. The eligibility requirements for this Promotion are set out in the Entry Restrictions. Directors, managers, employees, officers, agents and contractors of the Promoter, and their immediate families (i.e.. spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent) are ineligible to enter.

#### How to enter

- 5. To enter, you must follow the Entry Procedure.
- 6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
- 7. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry, failure to meet any content guidelines set out in the Entry Procedure, or if (in our reasonable opinion), you tamper or interfere with an entry mechanism in any way.
- 8. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion. If that happens, we'll select a winner from eligible entries received at the time.

9. All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

## Rules about entry content

- 10. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry. When we talk about "entry content", we mean any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.
- 11. Entries must be your original work. We reserve the right to verify, or to require you to verify, that your entry is your original work. If an entry cannot be verified to our satisfaction, that entry will be deemed invalid.
- 12. Your entry must not include:
  - (a) any image or voice of any other person, unless you have that person's permission. If your entry includes this content, you confirm that you have consent from the relevant person;
  - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and
  - (c) any content which infringes the intellectual property rights (such as copyright and trademarks) of another person. If you're not sure whether you have the right to include particular content (for example, recorded music), don't include it. By including any such content in your Metropolitan Plumbing Electrical and Air Conditioning entry, you confirm you have the permission of the owner to do so and that this permission allows us to use the entry in accordance with these Conditions of Entry.
- 13. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry.
- 14. By submitting an entry to the Promotion, you agree to assign all rights in your entry to us and consent to us using your entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting an entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.

# **Prizes**

- 15. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions/Exclusions. Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).
- 16. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our discretion).

### How winners are chosen and notified

17. This Promotion is a game of skill. Entrants are required to post an image of their child's colour in of one of the downloadable colour ins from Metropolitan Plumbing Electrical and Air Conditioning. Each eligible entry will be judged by us based on, amongst other things, the Judging Criteria. The judges' decision is final, and no correspondence will be entered into. We will notify winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.

# How to claim prizes

- 18. Prizes will be sent using the email information provided from Facebook communications, unless the winner provides an alternative phone/email at the time they are notified as being a winner. If prizes are not suitable for posting, we will determine the best delivery method. Prize winners should allow up to four weeks for delivery. We accept no responsibility for any lost or misdirected mail, or any damage to prizes caused in transit.
- 19. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the Prize Claim Date, that prize winner's entry will be deemed invalid, and we reserve the right to distribute unclaimed prizes to the next best entry.
- 20. At our request, prize winners (and their companion(s), if applicable) must sign (or ensure that their parent/guardian signs) an indemnity and exclusion of liability form provided by us. If a winner (or their parent/guardian) does not sign that form within the time specified by us, they will not be able to participate and that winner's entry or prize claim will be declared invalid. We will then award that prize to the next best entry.
- 21. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.

## Promoter's use of entries and personal information

- 22. On submission, entries become the property of the Promoter. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry. By submitting an entry to the Promotion, you agree to assign all rights in the entry to us and consent to us using the entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting your entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.
- 23. By participating in this Promotion, you understand and agree that Metropolitan Plumbing Electrical and Air Conditioning may use and disclose the personal information provided by you for the purpose of conducting the Promotion and for any of the purposes set out in the Metropolitan Plumbing Electrical and Air Conditioning's Privacy Policy. Further information is available at <a href="https://metropolitanplumbing.com.au/privacy-policy/">https://metropolitanplumbing.com.au/privacy-policy/</a>, 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 Metropolitan Plumbing Electrical and Air Conditioning will deal with that complaint. Metropolitan Plumbing Electrical & Air Conditioning may also disclose your personal information to other parties, including Metropolitan Plumbing, Electrical & Air Conditioning may use your

personal information for direct marketing purposes unless you opt out (which you can do at any time in accordance with Metropolitan Plumbing Electrical and Air Conditioning). You can request to access, update or correct any personal information we hold about you by writing to Metropolitan Plumbing, Electrical & Air Conditioning Privacy Officer at Level 9, 193-195 North Terrace Adelaide 5000.

24. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.

#### **General Information**

- 25. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
- 26. You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).
- 27. You will be responsible for any tax liability associated with a prize.
- 28. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.
- 29. We are not responsible for use of a prize which results in:
  - (a) loss that was not reasonably foreseeable;
  - (b) loss that was not caused by our breach of these Conditions of Entry or by our negligence;
  - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
  - (d) losses caused by factors which could reasonably be considered outside our control (such as faults in third party equipment); and
  - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.

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30. These Conditions of Entry are governed by the laws of each entrant's state of residency within Australia.