

CARPET COURT AND POLYFLOR LANEWAY VINYL COMPETITION- TERMS AND CONDITIONS

1. Instructions, prizes and information on how to enter form part of these conditions of entry. By entering, entrants accept these conditions of entry.
2. This competition is being run by Carpet Court Australia Limited (the 'Promoter'), Building 2, Level 1, 195 Wellington Road, Clayton 3168, VIC, 3108 (ABN 77001195697).
3. The competition commences on Monday 21st August 2017 and closes at 11.59pm AEST, Sunday 3rd September 2017 ('Promotional Period').
4. Entries are open to all residents of Australia aged 18 years or over, excluding employees (and their immediate families) of the Promoter, associated companies and agencies and prize distributors. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.
5. Entrants must be the current homeowner at the time of the draw and installation. Renters are not permitted to win this prize.
6. To enter, individuals must complete the following steps during the Promotional Period: (a) like Carpet Court AU Facebook page (@CarpetCourt), (b) like Polyflor Australia Facebook page (@polyfloraustralia) and (c) tell us in 25 words or less in the comments box on the competition post on the Carpet Court AU Facebook page *why they would love to win a Laneway Vinyl range flooring makeover from Carpet and Court and Polyflor. Competition closes 11.59pm AEST, Sunday 3rd September 2017.*
7. This is a game of 'skill' (answering effectively to the question of *why they would love to win a Laneway Vinyl range flooring makeover from Carpet Court and Polyflor*) and chance plays no part in determining the winner.
8. Incomplete, indecipherable or illegible entries will be deemed invalid.
9. All entrants may enter as many times as they like but only one prize will be awarded per person.
10. Entries will be judged by or on behalf of the Promoter based on, amongst other things, creativity and literary merit. The best valid entry as determined by or on behalf of the Promoter will win the prize. The judges' decision is final and no correspondence will be entered into.
11. The winner will receive \$5,000 worth of Polyflor Laneway Vinyl flooring including product, underlay, installation, any shipping, postage and freight charges, floor preparation, accessories and GST. Installation is to be fulfilled within six months of the conclusion of the Promotional Period. The prize is not transferable or exchangeable and cannot be taken as cash. The Promoter reserves the right to change the prize to one of the same or equal value at any time if the prize becomes unavailable. Once the flooring is selected and confirmed by the winner, the order cannot be changed in any way, the Promoter cannot remove the flooring for any reason once fitted, or provide a refund or credit note if flooring is not to taste.
12. The winner will be announced on Facebook and will be notified via Facebook Messenger within a 14 day time frame after the promotional period and further contacted on email by the promoter. If the winner cannot or does not take the prize as stipulated or if it is unclaimed within a 14 day time frame after being contacted by the promoter, the entry will be deemed invalid and the Promoter reserves the right to award the prize to the next best valid entry (as determined by the judges).
13. 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). The Promoter reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions. 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.
14. 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.
15. As a condition of entering this promotion, each entrant licenses the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968*(Cth).
16. Entrants 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

17. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of. 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 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.

18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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.

19. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading of any materials in this promotion.

20. If for any reason this promotion is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion.

21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

22. All entries will be the property of the Promoter. Any personal information collected will be used by the Promoter for the purpose of conducting this promotion. Entry is conditional on providing this information. Personal information may be disclosed to third parties including but not limited to contractors, agents, prize suppliers and service providers assisting with this promotion. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <http://www.carpetcourt.com.au/privacy>. The Promoter may, for an indefinite period, unless otherwise advised, also use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. Any complaints regarding the treatment of personal information should also be directed to the Promoter and will be dealt with by the Promoter in accordance with its Privacy Policy. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information overseas.