## Colormaker RED BALLOON Win a Weekend Experience Competition – June 2021

## **Terms & Conditions**

By participating in this competition (the "contest"), you ("contestant" or "entrant" or "you") agrees to abide by the following Official Terms, Conditions and Rules, including all eligibility requirements, and understands that the results of the competition, as determined by Sponsors and their agents, are final in all respects

- 1. Promoter name is Colormaker Industries ABN: 95 867 689 154. Postal address is 44 Orchard Road Brookvale NSW 2100 Australia. Website: <u>colormaker.com.au</u>
- 2. A NSW Permit is not required as the prize is valued at under \$10,000
- 3. Competition Name: Colormaker RED BALLOON Win a Weekend Experience. Start Date: Tuesday 1<sup>st</sup> June 2021. End Date: Wednesday 30<sup>th</sup> June 2021.
- 4. Prize Details One (1) prize winner, will receive the following: a Red Balloon Gift Voucher valued at \$1000.00 (including GST). Total prize value is \$1000.00 (including GST).
- 5. Conditions of entry To enter Colormaker customers must spend \$700 or more (excluding GST) per order on Colormaker Industries House & Construction products to receive an entry in the draw. Each individual order of \$700 or more (excluding GST) on House & Construction products will receive an entry. Payment must be settled by Monday 9<sup>th</sup> August 2021 for the entry to be valid.
- 6. The Colormaker RED BALLOON Win a Weekend Experience promotion is a game of chance.
- The prize will be drawn at 11am on Monday 9<sup>th</sup> August 2021 at Colormaker Industries

   44 Orchard Road Brookvale NSW 2100. Prize winner will be announced via email or
  phone.
- 8. The prize will be sent to the winner's nominated address, within Australia only, by Tuesday 31<sup>st</sup> August 2021.
- 9. 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 States and Territories of Australia. Except for any liability that cannot by law be excluded, 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 the promotion, including: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized 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 a prize.

10. The promoter is not responsible for any incorrect or inaccurate information, either caused by:

- defects, delays and any other problems affecting technical equipment or telecommunication systems

- infection by computer virus, bugs, technical failures or any other causes beyond the control of the promoter

- tampering, unauthorised intervention, fraud

- the intervention of any outside agent or event which naturally changed the result or prevents or hinders its determination, including but not limited to:

- vandalism, power failures, civil unrest, strikes

- tempests, natural disasters, acts of God.

11. The promoter can disqualify any individual who the promoter has reason to believe has breached any of these conditions and /or engaged in any unlawful or other misconduct calculated to jeopardise the fair and proper running of the competition.