

PROMOTION DETAILS	
ITEM 1: PROMOTION NAME	Australia's Biggest Front Door Photo Shoot
ITEM 2: PERMIT NUMBER	VIC – N/A NSW – LTPS/19/35135 QLD – N/A TAS – N/A WA – N/A SA – N/A ACT – N/A NT – N/A
ITEM 3: PROMOTER	The promoter of this competition is Allegion (Australia) Pty Ltd ABN 49 077 898 161 16-20 Third Avenue, Sunshine 3020, Australia
ITEM 4: WEBSITE	www.enterwithstyle.com
ITEM 5: PROMOTION CONTESTING DATES AND TIMES	Opens 9am on 1 st July 2019 and closes 11:59pm on 30 th November 2019
ITEM 6: ENTRANT RESTRICTIONS	Entrants must be aged 18 years and over. Entrants must be permanent residents of Australia.
ITEM 7: METHOD OF ENTRY	<p>The Competition is free to enter.</p> <p>To Register:</p> <ol style="list-style-type: none"> 1. Create an account on the UpKrowd platform at www.Klick.UpKrowd.com (also accessible through the Website in Item 4) <p>Entrants must enter the following details when registering:</p> <ol style="list-style-type: none"> 1. First Name 2. Last Name 3. Email Address 4. Phone Number <p>Following registration, entrants may submit an image by:</p> <ol style="list-style-type: none"> 1. Taking a photo of their front door 2. Uploading the photo to the UpKrowd platform 3. Posting the photo on Instagram with the hashtags #Gainsborough #doorfashion #enterwithstyle (and #buildersName if applicable) <p>This competition is not endorsed, sponsored or administered by Instagram.</p>
ITEM 8: DRAW DETAILS	<p>The Prize winner will be determined by computer-generated random selection upon entering their details in accordance with Item 7.</p> <p>The Prize winner will be determined by computer-generated random selection on 9 December 2019</p>
ITEM 9: PRIZE DETAILS	<p>The Winner will have the choice of one of two Prize Options:</p> <ol style="list-style-type: none"> 1. Leica Camera; or 2. iPhone XS

ITEM 10: PRIZE WINNER PUBLICATION DETAILS	<p>The Prize Winner will be notified by the phone number provided upon registration.</p> <p>Details of the Winner will be published on Gainsborough's Instagram account and on the Website in Item 4 from 10 December 2019</p>
ITEM 11: SALE OF PHOTOS	<p>As an additional bonus of the promotion, upon entry, all photos are put up for sale by the entrant to allow any third party to purchase their photo for the sum of \$200.</p> <p>This additional bonus will be capped at \$50,000.</p>

TERMS AND CONDITIONS

1. **INTRODUCTION**

- 1.1. By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and the Promotion Details.
- 1.2. To the extent that there is any inconsistency between the Promotion Details and the Terms and Conditions, the Promotion Details will prevail.
- 1.3. These terms and conditions can be downloaded from the website listed in Item 4: Website.
- 1.4. The entrant further warrants that they will abide by the terms and conditions of the UpKrowd platform which can be found at www.Klick.UpKrowd.com.

2. **DURATION**

- 2.1. Entry into this Promotion will occur in accordance with Item 5: Promotion Contesting Dates and Times.

3. **ELIGIBILITY**

- 3.1. Entrants must at all times comply with Item 6: Entrant Restrictions. Those entrants who have not complied with Item 6: Entrant Restrictions will be disqualified.
- 3.2. Employees, franchisees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees, franchisees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 3.3. Entrants warrant that they are entering this Promotion in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.

4. **METHOD OF ENTRY**

- 4.1. Entrants must enter this Promotion in accordance with Item 7: Method of Entry. Those entrants who have not complied with Item 7: Method of Entry will be disqualified.
- 4.2. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
- 4.3. Entrants may only enter this Promotion once.
- 4.4. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 4.5. Should an entrant be required to submit a third party's personal information, as a part of entry into or participation in this Promotion, each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for the details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

5. **DRAW**

- 5.1. The prize draw will take place in accordance with Item 8: Draw Details.

6. **PRIZE(S)**

- 6.1. The prize is awarded in accordance with Item 9: Prize Details.

- 6.2. The prizes detailed at Item 9: Prize Details encompass the total prize pool available for all entrants to this completion.
- 6.3. All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

7. **PRIZE CONDITIONS**

- 7.1. The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 7.2. All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified.
- 7.3. If a prize winner does not take any of the prizes at the time stipulated by the Promoter then that prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
- 7.4. The Promoter reserves the right to exclude any persons from the Promotion on the ground of their medical condition or history, for the safety of the Promoter's staff members or others or for any other reason, for example bringing the Promoter's brand into disrepute. The Promoter also reserves the right to disqualify contestants if:
 - (a) a contestant at any stage engages in, causes or incites physical violence (e.g. punching, slapping), inappropriate, illegal, unsociable or unsafe behaviour; and/or
 - (b) the safety of any of the Promoter's staff member is compromised.
- 7.5. The Promoter will not award the prize if the Promotion is terminated for whatever reason.

8. **NOTIFICATION AND PRIZE COLLECTION**

- 8.1. The Prize winner will be published in accordance with Item 10: Prize Winner Publication Details.
- 8.2. The Prize Winner will be notified by email and a representative of the Promoter will contact the winner(s). The winner must supply their postal address to the Promoter's representative in order for the prize to be posted. The prize will be posted to winners after the conclusion of the Promotion as set out in Item 5: Promotion Contesting Dates and Times.
- 8.3. Prize winners may be required to sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

9. **PRIZE AVAILABILITY**

- 9.1. The Promoter will not be responsible or liable if for any reason beyond their reasonable control a prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 9.2. The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

10. **TAXES**

- 10.1. Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

11. **UNCLAIMED PRIZES**

11.1. Any prizes that are not claimed within two months will be forfeited subject to State regulations.

12. **RELEASE AND INDEMNITY**

12.1. To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

13. **TAMPERING AND OTHER MATTERS**

13.1. If for any reason this Promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the Promotion and/or any draw/s or judging related to the Promotion and/or to disqualify any individual who (whether directly or indirectly) causes the same.

13.2. The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

14. **INABILITY TO CONTACT**

14.1. If, after reasonable attempts by the Promoter, a winner is not successfully contacted by the Promoter, that person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

15. **EXCLUSION OF PARTICIPANTS**

15.1. The Promoter reserves the right to exclude any person from participating in the Promotion or a prize for any reason (including but not limited to) that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

16. **TERMINATION OF OR VARYING PROMOTION**

16.1. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

17. **DECISIONS FINAL**

17.1. All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

18. **MARKETING OF PHOTOS**

18.1. The Promoter shall market the photos for sale on the UpKrowd platform for the purpose of allowing third parties to purchase an entrant's photo in accordance with Item 11: Sale of Photos.

18.2. The marketing and sale of the entrant's photos may continue without limitation until one of the following occurs:

- (a) The Promoter decides not to market the photos;
- (b) A successful sale has occurred; or
- (c) The limit of the \$50,000 pool has been reached.

18.3. Entrants agree that the Promoter has the right to use the entrant's name, likeness or other information concerning and provided by the entrant in its marketing of the photo.

18.4. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of any entrants for the purposes of marketing the photos.

18.5. Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.

19. SALE OF PHOTOS

19.1. If any third party purchases an entrant's photo ("Purchaser"), the entrant shall be entitled to receive the sum of \$200 from the Promoter ("Purchase Price").

19.2. Upon receipt and acceptance of the Purchase Price from the Promoter, the entrant agrees that the Purchaser shall become the legal and beneficial owner of the entrant's photo.

19.3. The entrant:

- (a) agrees and authorises the Purchaser to use, edit and reproduce the photo;
- (b) agrees that the Purchaser has the right to publish and communicate to the public the photo in any media including, but not limited to, online, at all times without restriction or limitation throughout the world (including all promotional purposes);
- (c) agrees to fully release now and forever the Purchaser from and against all actions, suits, claims and demands which they may have against the Purchaser arising directly or indirectly in respect of any infringement or violation of any personal and/or property rights of any sort (including without limitation defamation) from the use of the photo;
- (d) unconditionally waives all of his/her rights at any time to seek or obtain injunctive relief to prevent or restrict the Purchaser's use of the photo; and
- (e) warrants that he/she has obtained permission from any other persons featured in the photo for the Purchaser to use the photo.

20. COPYRIGHT

20.1. By selling their photo, the entrant:

- (a) assigns to the Purchaser all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- (b) agrees not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Purchaser, its assigns, licensees and successors in title; and
- (c) undertakes to the Purchaser that their entry is not in breach of any third party intellectual property rights.

21. FAILURE TO ENFORCE TERMS AND CONDITIONS

21.1. A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

22. PERSONAL INFORMATION AND PRIVACY

22.1. The Promoter shall abide by the Australian Privacy Principles and *Privacy Act 1988* in respect of any personal information supplied by entrants when entering this Promotion.

22.2. The Promoter respects the privacy of your personal information. Personal information is collected for the purpose of entry to this Promotion including the marketing and sale of any entered photos. The Promoter will use this information to:

- (a) Administer your entry to the Promotion;
- (b) Contact winners in relation to the Promotion;

- (c) Arrange for the prize to be provided to or collected by winner;

- (d) Market the photo for sale to third parties;

- (e) Administer the sale and purchase of the photo.

22.3. Any personal information may be stored in the Promoter's database and may be disclosed to the following third parties:

- (a) Prize suppliers;
- (b) Relevant regulatory authorities;
- (c) Media or press outlets;
- (d) Purchasers of photos; or

- (e) Other third parties as required by law.

22.4. Subject to any exceptions in relevant laws, you may inspect your personal information collected by the Promoter by contacting us at:

31/33/15 Alfred Street
Blackburn VIC 3130
(03) 13 14 18
anz.marketing@allegion.com