

“ISON & CO 100 DAYS TO CELEBRATE 100 YEARS” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to NSW residents aged 18 years or over who hold an account with Ison & Co, NSW (**Ison&Co**). Entrants must be trading in accordance with the Ison&Co's trading terms throughout the Promotional Period and must not have overdue monies owing as at the 31 July 2017 in order to be eligible to claim any prize.
3. Employees (and their immediate families) of the Promoter, Ison&Co and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
4. The promotion commences on 21 April 2017 and ends at close of business on 31 July 2017 (“Promotional Period”).
5. To be eligible to participate and receive entries in accordance with 6 below, eligible entrants must, at any time during the Promotional Period, register their details by completing a registration form in full and returning it to any Ison&Co store in NSW. For clarity, registration forms will be available in-store and can be completed at any time during the Promotional Period regardless of when or if they make an eligible purchase of Promotion Products (as defined below), however if a registration form is not completed and returned, an entrant will not be entitled to receive any entries accrued in accordance with Clause 6 below.
6. Eligible entrants will be awarded one (1) automatic entry into the promotion draw for each \$100 spent on any James Hardie product including accessories (“**Promotion Products**”) at any Ison&Co store in NSW during the Promotional Period, using their Ison & Co account. For example, if an eligible entrant spends between \$100.01 and \$299.99 on Promotion Products at an Ison&Co store in NSW, the eligible entrant will be awarded two (2) entries into the draw. For clarity, the required spend amount does not have to be in a single transaction/order and can be made up of multiple transactions/orders over the Promotional Period.
7. 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) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of

the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

8. Entrants must retain a copy of their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries into the draw and forfeiture of any right to a prize.
9. Incomplete orders/transactions will be deemed invalid.
10. If, during the Promotional Period and until the prize is awarded, any Promotion Products contributing towards a minimum spend purchase are returned for refund or credit, or exchanged for a product or products that are not eligible for entry into this promotion (i.e. non James Hardie products or accessories), and/or which reduce the value of relevant purchase to below the \$100 requirement, the Promoter reserves the right in their absolute discretion to invalidate any entries awarded in respect of that purchase.
11. 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.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway Erina NSW 2250 at 11:00am AEST on 2 August 2017. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn. The winners will be notified in writing within two (2) business days of the draw and their names will be published in The Australian 15 August 2017.
13. The Promoter's decision is final and no correspondence will be entered into.
14. In the event the winning eligible purchase is paid using a business' credit card, or 'business money', the eligible purchase will be deemed to have been made on behalf of the business, and the entry will be awarded to the business and NOT to the individual who entered the promotion, unless they were authorised in writing by the business to enter as an individual. Further the prize will be awarded to the owner/manager of the respective winning business who may, in his/her absolute discretion, allocate the prize to any employee of that business.
15. The first valid entry drawn will win a Seadoo Jetski – Gti-90 valued at \$14,600 with trailer and registration. The Promoter will organise delivery of the prize to the winner's NSW address and the winner is responsible for arranging all necessary insurance and licensing before use of the prize.
16. The next four (4) valid entries drawn will each win a 9.7 Inch Apple iPad Pro WiFi 128GB valued at \$999.

17. 'iPad' is a trademark of Apple Inc. Apple Inc. is not a participant in or sponsor of this promotion.
18. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is \$18,596. Prizes are not transferable or exchangeable and cannot be taken as cash.
21. A draw for any unclaimed prizes, may take place on 2 November 2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner (if one is required) will be notified in writing within two (2) business days of the draw and their name will be published in The Australian 16 November 2017.
22. 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.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. 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 ("**Non-Excludable Guarantees**"). 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.
25. 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 death; 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 a prize.

26. As a condition of accepting a prize, winners must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
27. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI.
28. The Promoter will use and handle PI as set out in its Privacy Policy, which can be viewed at <http://jameshardie.com.au/index.php/main/privacy.html>. In addition to any use that may be outlined in the above Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
29. The Promoter's Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy). All entries become the property of the Promoter.
30. The Promoter is James Hardie Australia Pty Ltd (ABN 12 084 635 558) of 10 Colquhoun Street, Rosehill NSW 2142. Telephone: 131 103.

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