

“COUNTRY LIFE BATHROOM BEAUTIFUL” 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. The promoter is Pental Limited (ABN 29 091 035 353) of Level 6, 390 St Kilda Road, Melbourne, VIC 3004 (“**Promoter**”).
3. Entry is only open to Australian residents. Individuals must have either a valid Facebook account or a valid Instagram account to be able to enter.
4. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
5. Employees (and their immediate families) of the Promoter 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.
6. Promotion commences at 5:30pm AEST on 10/10/2016 and ends at 11:59pm AEST on 6/11/2016 (“**Promotional Period**”).
7. To enter, individuals must complete one (1) of the following entry mechanics during the Promotional Period:
 - A. Facebook Entry:
 - a) visit the Country Life Australia Facebook Page at www.facebook.com/CountryLifeAus (“**Facebook Page**”) and Country Life Australia Instagram Page at www.instagram.com/CountryLifeAus;
 - b) ‘Like’ the Country Life Australia Facebook Page;
 - c) locate the promotional “Country Life Bathroom Beautiful” promotional post on the Facebook Page (“**Facebook Post**”);
 - d) upload an original tip for creating a beautiful bathroom space in the form of an image or text (“**Bathroom Beautiful**”) directly on the Facebook Page, also including the hashtag “#CountryLifeBeautiful”, and “#CountryLifeAus” in the caption field with the tip image or text.
 - B. Instagram Entry:
 - a) visit the Country AUS Instagram Page at www.instagram.com/countrylifeaus (“**Instagram Page**”);
 - b) ‘Follow’ the Country Life Australia Instagram Page;
 - c) upload an original tip for creating a beautiful bathroom space in the form of an image or text (“**Bathroom Beautiful**”) directly to your personal Instagram Account, also including the hashtag “#CountryLifeBeautiful”, and “#CountryLifeAus” in the caption field with the tip image or text.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Only one (1) entry permitted per person.

The public profile of the Instagram or Facebook account used to enter must contain sufficient personally identifiable information to adequately identify the entrant. Each entrant warrants to the Promoter that the Tip and any other content submitted in their entry is an original creative work of the entrant that does not infringe the rights of any third party. All content must comply with and is subject to the provisions contained in clause 22.

10. 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.
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. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality, creative merit of the Image or Video and commentary provided. The judging will take place at PR Edge, Level 9, 650 Chapel Street, Melbourne, VIC during the week commencing 6 November 2016. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
13. The winners will be notified by a direct message via the relevant social media account (i.e. Facebook or Instagram), and will then be required to contact the Promoter within five (5) working days in order to accept their prize.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The best ten (10) valid entries, as determined by the judges, will each the following prize package, valued at \$173:
 - 1 x prize pack containing items to the value of \$123; Alchemy Produx "Australia" scented candle (RRP\$39), Ninnho "Budgie" hand towel (RRP \$35), Zakkia Round concrete tray (RRP\$49). The exact contents of the gift basket will be determined by the Promoter in its absolute discretion.; and
 - a Country Life gift basket, valued at \$50. The exact contents of the gift basket will be determined by the Promoter in its absolute discretion.
16. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
17. If for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. If any prize (or part of any 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.
19. Total prize pool value is \$1,230.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to Tips ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;

- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 22. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 23. As a condition of entering this promotion, entrants
 - a) agree to participate in and co-operate as required with all reasonable marketing activities relating to the prize, including but not limited to being interviewed and photographed; and
 - b) consent the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same)in the event they are a winner 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.
- 24. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 25. Any cost associated with accessing the Facebook Page or Instagram Page is the entrant's responsibility and is dependent on the Internet service provider used.
- 26. 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.
- 27. 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) taking/use of a prize.
- 28. 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 and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and

handle PI as set out in its Privacy Policy, which can be viewed http://www.pental.com.au/images/site/pental/Pental_Privacy_Policy_31_March_2014.pdf. In addition to any use that may be outlined in the Promoter's 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. The 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. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

29. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities (which can be viewed at www.facebook.com/terms.php), and the Instagram Terms of Use (which can be viewed at <http://instagram.com/legal/terms/>), as applicable.
30. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook and Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.