

## **“LAMINEX FORMICA INCENTIVE” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to register, how to enter, the gift 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 any business in Australia that have a Laminex direct account (“**Eligible Business**”).
3. 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 2 August 2021 and close at 11:59PM AEDST on 30 November 2021 (“**Promotional Period**”).

#### **Gift**

5. Eligible Businesses must register to participate in this promotion from 7 July 2021 to 11:59PM AEDST on 30 November 2021 (“**Registration Period**”). Upon registering their participation, Eligible Businesses will be allocated to one (1) of four (4) groups, depending on their annual spend on their Laminex direct account in the previous 12 months prior to registration (each a “**Group**”). The first nine hundred (900) valid Eligible Businesses to register their participation in this promotion during the Registration Period will each be awarded a Formica Branded Cap valued at \$15 (“**Gift**”). Only one (1) Gift is permitted per Eligible Business.
6. Gifts must be claimed by 11:59PM AEDST on 17 December 2021.

#### **Minor Prize**

7. To enter, Eligible Businesses must purchase any Formica products direct from Laminex on their Laminex direct account during each calendar month of the Promotional Period (“**Qualifying Purchase**”).
8. From 2 August 2021 to 11:59PM AEST on 31 August 2021, the first five hundred and twenty (520) Eligible Businesses that achieve the minimum % volume uplift required for their Group (as outlined in clause 10 below) compared to the month of August 2020 will each be awarded a minor prize as follows:
  - The first one-hundred and twenty-three (123) Eligible Businesses will each receive a Premium Jacket valued at \$149;
  - The next one-hundred (100) Eligible Businesses will each receive a Hoodie valued at \$89;
  - The next one-hundred and sixty-seven (167) Eligible Businesses will each receive a Cooler Bag valued at \$79; and
  - The next one-hundred and thirty (130) Eligible Businesses will each receive a Polo valued at \$49.

(each a “**Minor Prize**”).

9. From 12:00AM AEST on 1 September 2021 to 11:59PM AEDST on 30 November 2021, the first three hundred and forty seven (346) Eligible Businesses that achieve the minimum % volume uplift required for their Group (as outlined in clause 10 below) compared to the same month in the previous year during each of September, October and/or November will each be awarded a minor prize as follows:

- The first eighty-two (82) Eligible Businesses will each receive a Premium Jacket valued at \$149;
- The next sixty-seven (67) Eligible Businesses will each receive a Hoodie valued at \$89;
- The next one-hundred and eleven (111) Eligible Businesses will each receive a Cooler Bag valued at \$79; and
- The next eighty-six (86) Eligible Businesses will each receive a Polo valued at \$49.

(each a “**Minor Prize**”).

Winners will be notified by email. For removal of doubt, the Minor Prizes are available to all entrants across all Groups, not per Group.

10. The minimum % volume uplift required for each Group is as follows:

- Group 1 – 50%;
- Group 2 – 75%;
- Group 3 – 100%; and
- Group 4 – 200%.

11. Multiple entries permitted, Eligible Businesses can participate in each calendar month of the Promotional Period.

12. In the event of a tie between two (2) or more Eligible Businesses that meet their required minimum % volume uplift compared to the month in the previous year at the same time during a calendar month in the Promotional Period, each tied Eligible Business will be entered into a draw for the relevant Minor Prize for that calendar month (“**Tie Breaker Draw**”). The first valid entry drawn will be declared the winner of that Minor Prize and will be notified by email within two (2) business days of the Tie Breaker Draw. The Tie Breaker Draw/s, if any, will take place at Zinc, 32 Ellis Street, South Yarra VIC 3141 on 10 September 2021, 8 October 2021, 12 November 2021 and/or 6 December 2021 (as required) at 10:00AM AEDST. ACT winners, if any, will be published at [www.laminexpromotions.com.au/Formica](http://www.laminexpromotions.com.au/Formica) from 10 September 2021, 8 October 2021, 12 November 2021 and/or 6 December (as required).

### **Major Prize**

13. To receive an automatic entry into the Major Prize Draw (defined below), Eligible Businesses must spend the required cumulative minimum spend for their Group (as outlined below) on any products from the Formica wardrobe range, coloured cabinet series, Easyfit benchtops or popular colour range from a Laminex distributor or direct from Laminex on their Laminex direct account during the Promotional Period (“**Qualifying Transaction**”). For removal of doubt, the required minimum spend per Group is cumulative throughout the Promotional Period and can be made of multiple transactions. The minimum spend required for each Group is as follows:

- Group 1 – \$1,250;
- Group 2 – \$750;
- Group 3 – \$400; and
- Group 4 – \$200.

For removal of doubt, all entries received from all Groups will be entered into the same Major Prize Draw.

14. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per required minimum spend in a Qualifying Transaction. For example, if an Eligible Business in Group 4 spends \$400 in a Qualifying Transaction, they will receive two (2) entries into the Major Prize Draw; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only one (1) prize is permitted per Eligible Business (except Eligible Businesses in SA).
15. The draw will take place at Zinc, 32 Ellis Street, South Yarra VIC 3141 on 09 December 2021 at 11:00AM AEDST, in the presence of an independent scrutineer ("**Major Prize Draw**"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email within two (2) business days of the draw. Winners will be published on [www.laminexpromotions.com.au/Formica](http://www.laminexpromotions.com.au/Formica) from 14 December 2021. In the event of any SA winners, the names of the Eligible Business will be published in The Advertiser from 14 December 2021.
16. The first twenty-two (22) valid entries drawn will each win a Beer Fridge valued at \$950; the next seven (7) valid entries drawn will each win a SMEG Coffee Machine valued at \$529; and the next twenty-two (22) valid entries drawn will each win a Weber BBQ valued at \$469 (each a "**Major Prize**").

### **General**

17. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses and reserves the right, in its sole discretion, to disqualify any Eligible Business 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.
18. If, during the Promotional Period and until a prize is awarded, any Formica product contributing towards a minimum spend or % volume uplift in a Qualifying Purchase or Qualifying Transaction is returned for a refund or credit, or exchanged for a product or products that are not eligible for entry into this promotion and/or which reduce the value of the relevant Qualifying Purchase or Qualifying Transaction to below the minimum spend or % volume uplift requirement, the Promoter reserves the right in its absolute discretion to invalidate any entries awarded in respect of that Qualifying Purchase or Qualifying Transaction or invalidate any claims to a prize awarded or yet to be awarded.
19. Incomplete or indecipherable entries or registrations will be deemed invalid.

20. 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.
21. The Promoter's decision is final and no correspondence will be entered into.
22. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize/gift (or an element of the prize/gift) at/by the time stipulated by the Promoter, then the prize/gift (or that element of the prize/gift) will be forfeited.
23. If any prize/gift (or part of any prize/gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize/gift (or that part of the prize/gift) with a prize/gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Total prize/gift pool value is \$188,791.
25. Prizes/gifts, or any unused portion of a prize/gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
26. Prizes will be awarded to the owner of the respective winning Eligible Business who may, in their absolute discretion, allocate the prize to any employee of that Eligible Business ("**Prize Recipient**").
27. A draw for any Minor Prizes or Major Prizes that have been won but remain unclaimed may take place on 9 March 2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw and the names of the Eligible Business will be published on [www.laminexpromotions.com.au/Formica](http://www.laminexpromotions.com.au/Formica) from 14 March 2022. In the event of any SA Major Prize winners, the names of the Eligible Business will be published in The Advertiser from 14 March 2022.
28. Prize Recipients consent to the Promoter using their name, likeness, image and/or voice (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.
29. 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.
30. Any cost associated with accessing the promotional website including the registration form and the Laminex wholesaler account is the entrant's responsibility and is dependent on the Internet service provider used.
31. 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.

32. 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/gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use/taking of a prize/gift.
33. 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. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.laminex.com.au/about-us/privacy-policy>. 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 PI to any entity outside of Australia.
34. The Promoter is Laminex Group Pty Limited (ABN 98 004 093 092) of 130 Sharps Road, Melbourne Airport VIC 3041, telephone 13 21 36.

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