

**THREE BIRDS RENOVATIONS X WESTPOINT PROMOTION
GAME OF SKILL PRIZE – TERMS AND CONDITIONS**

1. By entering this competition, all entrants will be deemed to have accepted and agreed to be bound by these rules.
2. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit.
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees of the promoter and agencies associated with this promotion (Three Birds Renovations and Westpoint) are ineligible to enter the competition, as are their immediate families. 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.
5. This promotion commences on 5th November 2020 at 8.00PM and ends on 15th November 2020 at 11.59PM AEDT (“Promotional Period”). All times specified in these terms and conditions are in AEST or AEDT, as applicable in NSW.
6. To enter the competition, entrants must, during the Promotional Period, complete and submit the online entry form for this promotion with all requested details, including their valid email address and an answer to the promotional question specified in the entry form (in 25 words or less). The online entry form for this promotion will be available at www.threebirdsrenovations.com and link to the form may be promoted on social media.
7. Multiple entries permitted, however, each entry must contain a different answer to the promotional question.
8. All entries will be judged by Three Birds Renovations based on the creative merit of the answer provided to the promotional questions. The judges' decision will be final and no correspondence will be entered into.
9. Entries will be judged at Three Birds Renovations, First Floor, 14-16 Ward Place Round Corner, NSW 2158 and the winners' names will be published on the Three Birds Renovations' website: www.threebirdsrenovations.com/competitionwinners.
10. The winners will be notified in writing by email by 23rd November 2020.
11. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
12. There is one (1) prize to be won. The prize will be ten (10) x \$500 Westpoint Shopping Centre Gift Cards, to the value of \$5,000 AUD. The total prize pool is valued at \$5,000 AUD. The Gift Cards are subject to the 'Gift Cards Terms & Conditions of Use, as detailed by Westpoint Shopping Centre: <https://westpoint.qicgre.com/Legal/Gift-Cards>
13. The Westpoint Gift Cards must be redeemed and collected from Westpoint, 17 Patrick St, Blacktown NSW 2148 before 23rd February 2021. The prize is not transferable and must be collected by the winner. The winner will be asked to produce photographic identification and sign a release form upon collecting their prize in person.
14. There is no travel component to this prize. Any cost of travel to or from Westpoint Shopping centre, or additional cost involved in redeeming this voucher will be at the winner's expense.

15. If the Three Birds Renovations is unable to contact the winner/s within 30 days of the determination of winners and Three Birds Renovations has made every effort to contact them with the information provided by the entrant then Three Birds Renovations will award the prize to the valid entry with the next best answer to the promotional question.
16. 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.
17. 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.
18. Incomplete, indecipherable or illegible entries will be deemed invalid.
19. The Promoter's decision in relation to all aspects of this promotion is final and no correspondence will be entered into.
20. If for any reason a winner does not take or claim/redeem a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
22. All material submitted on entry (e.g. answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) 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. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter

will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

23. Three Birds Renovations, the prize providers and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
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. 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.
26. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>), the Instagram Terms of Use, (<http://instagram.com/legal/terms/>), Pinterest terms of use (<https://policy.pinterest.com/en/terms-of-service>) and YouTube Terms of Service (<https://www.youtube.com/t/terms>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php and the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>, Pinterest terms and YouTube terms. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook, Instagram, Pinterest. The entrant releases Facebook, Instagram, YouTube and Pinterest, and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, YouTube and Pinterest.
27. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. Where the entrant 'opts-in' on entry, the Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.threebirdsrenovations.com/privacypolicy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

28. All entrants who choose to 'opt-in' consent to have their contact details (title, first name, surname and email only), released to Westpoint and receiving ongoing marketing material and correspondence from Westpoint and Three Birds Renovations.
29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. The Promoter is Three Birds Renovations, First Floor, 14-16 Ward Place Round Corner, NSW 2158. ABN 94 601 092 693.