



Sensis Pty Ltd
Home Timber and Hardware DIY Competition
Terms and Conditions

1. Information on how to enter and prizes form part of these terms and conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions. This is a game of skill, and chance plays no part in determining the winner.
2. The competition commences on 26th March 2009 at 00:01 (AEDT) and concludes on 26th September 2009 at 23:59 (AEST).
3. Entry is open to all residents of Australia. Entries on behalf of overseas sporting clubs will not be eligible. Employees and their immediate families of Sensis Pty Ltd ("Sensis"), John Danks & Son Pty Ltd trading as Home Timber and Hardware ("Home Timber and Hardware") and their associated agencies and companies are not eligible to enter. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
4. Entrants are required to log onto www.propercompetition.com.au , enter their contact details, their nominated club's details, upload a photo of their nominated club and explain in 50 words or less why their sports club needs a makeover.
5. Only one entry per person is permitted, however there is no limit on how many people can nominate a specific sports club within their entry.
6. Entrants may be required to show proof of their nominated club being a valid established club. Any entrants who 'make up' clubs for the purpose of this promotion will be immediately disqualified from the competition,
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause. Incomprehensible and otherwise indistinguishable entries will be deemed invalid.
9. Final entries must be received by 23:59 (AEST) on 26th September 2009. The time of entry will in each case be the time the entry is received by the promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries including entries not received by the Promoter or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason. The



promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition.

10. Entries not completed in accordance with the rules and conditions or received after the closing date will not be considered. Indecipherable or incomplete entries will be disregarded. The judge's decision in relation to any aspect of the competition is final and binding on every person who enters. No correspondence will be entered into. The prize must be taken as offered and is not transferable or redeemable for cash or goods and services.
11. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.
12. Total prize details are as follows:

A \$5,000 Home Timber and Hardware gift card will be awarded to 1 winner per entry period (as stipulated in condition 24). There are 3 (three) \$5,000 Home Timber and Hardware gift card prizes in total.
13. Total prize value is up to \$15,000 (including GST).
14. The prize will be awarded to the nominated club of the winning entry.
15. Prizes are non refundable, non transferable and non redeemable for other goods or services.
16. Unless expressly stated in these terms and conditions all other expenses (including renovation costs and any miscellaneous costs associated with submitting an entry) become the responsibility of the winner.
17. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
18. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
19. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize (including but not limited to the time at which possession of the prize is transferred to the winner.
20. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
21. In consideration for the Promoter awarding the prize to the winner, the winner hereby



permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Sensis and/or Home Timber and Hardware or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

22. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
24. There will be 1 (one) x winning entry judged from each entry period throughout the duration of the promotional period. Entries will be judged by a panel at Home Timber and Hardware at 414-426 Lower Dandenong Road, Braeside, Victoria 3195 in accordance with the promotional schedule below.

Entry Period	Entry Period Commences (00:01 AEST)	Entry Period Concludes (23:59 AEST)	Result Determined by (17:00 AEST)	Number of prizes to be awarded
1	Thursday 26 March 2009 (00:01 AEDT)	Sunday 24 May 2009	Tuesday 26 May 2009	1
2	Monday, 25 May 2009	Sunday 19 July 2009	Tuesday 21 July 2009	1
3	Monday, 20 July 2009	Sunday 27 Sep 2009	Tuesday 29 Sep 2009	1

All decisions of the Promoter are final and no discussions or correspondence will be entered into.

25. There will be 3 x winners in total.
26. The criteria for judging will be based on the best sporting club DIY opportunity, in terms of a potential improvement in appearance and quality. There will be 3 winners only.
27. The winners will be notified by phone or email, using the registration details provided in their entry. The names of the winners will be published on the Home Timber & Hardware website, www.homehardware.com.au and printed in The Australian on Monday, 5 October 2009.
28. Should an entrant's contact details change during the promotional 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.
29. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
30. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.



31. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
32. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
33. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with this promotion and/or prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
34. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
35. Sensis, Home Timber and Hardware and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
36. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
37. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
38. It is a condition of entry that the promoter has the right to publicise the names, characters, likenesses or voices of any contestants for any promotion or matter incidental to the competition. The winners may also be required by the promoter to participate in a photo, video and/or film session and acknowledges that the promoter has the right to use such publicity photos, videos and/or films in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the promoter at the time of entering the competition that



he/she wishes to retain his/her anonymity. Contestants also acknowledge that their photo may be used for a promotional display at the prize provider's location. Contestants consent to their entry being published / broadcast and / or to their telephone and other conversations with the promoter being published / broadcast.

39. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to agencies acting on behalf of the promoter and / or 'Home Timber and Hardware' to administrate this promotion. If you are not willing for this to occur you cannot participate in the Promotion.
40. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
41. The Promoter is Sensis Pty Ltd (ABN 30 007 423 912) of 222 Lonsdale Street, Melbourne Victoria, 3000. Phone (03) 8653 5000.