

Narellanpools^o

Terms and Conditions 2024 Wipe Out Competition:

See Illawarra/Southern Sydney/South Coast local webpages on www.narellanpools.com.au for full terms. Open to Illawarra, Southern Sydney and South Coast franchise territory customers. Australian residents over the age of 18. One entry per Eligible Product Purchase, defined in full terms. Competition opens 08/02/24 at 08:00 AM and closes 26/03/24 at 09:00 PM. Winner drawn 27/03/24 at 11:00 AM at Promoter's Premises at 1/20 Princes Highway Yallah, NSW 2530 by randomdraws.com.au. The total prize pool valued at up to \$39,500 (incl. GST). Winner notified by email and published online at www.narellanpools.com.au, <https://narellanpools.com.au/swimming-pool-builder/illawarra-nsw/> and <https://narellanpools.com.au/swimming-pool-builder/southern-sydney-nsw/> from 1/04/24 for 28 days. The Promoter is Danfi Pty Limited (ABN 62 087 896 044) of 1/20-24 Princes Highway Yallah, NSW 2530. Authorised Under: NSW Permit No. TP/03285

Narellan Pools Wipe Out Competition Terms and Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to all residents of Illawarra and Southern Sydney and South Coast Franchise Territories in Australia who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of entry.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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. The Promoter is Danfi Pty Limited (ABN 62 087 896 044) (the '**Promoter**'). The Promoter's address is 1/20-24 Princes Highway Yallah, NSW 2530.

How to enter

6. To enter Eligible Entrants must, during the Promotional Period (defined below): Sign up for a Narellan Pools Swimming Pool Contract and installing a Narellan Pool as per contract conditions. ('**Eligible Product Purchase**').
7. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
8. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

9. One entry per Eligible Product Purchase. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and will not be able to claim a prize. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.

Open, Close, Draw and Publish dates

10. The competition commences on **08/02/2024** at **08:00 AM** and closes **26/03/2024** at **09:00 PM** ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
11. The winner will be the first valid entry drawn by randomdraws.com.au at Promoter's Premises at 1/20-24 Princes Highway Yallah, NSW 2530 on **27/03/2024** at **11:00 AM**. The Promoter will ensure that all entries have an equal chance of winning a prize.
12. The winner will be notified by email within two business days of the draw. Their name will also be published on **01/04/2024** at www.narellanpools.com.au , <https://narellanpools.com.au/swimming-pool-builder/illawarra-nsw/> and <https://narellanpools.com.au/swimming-pool-builder/southern-sydney-nsw/> for 28 days.
13. Prize will be paid if pool has been installed prior to draw date/ or deducted from progress payment/s once pool is installed.

14. The Promoter may conduct such further draws on **17/07/2024** (at 11:00 at Promoter's Premises Via randomdraws.com.au at 1/20 Princes Highway Yallah, NSW 2530) as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **18/07/2024** at www.narellanpools.com.au , <https://narellanpools.com.au/swimming-pool-builder/illawarra-nsw/> and <https://narellanpools.com.au/swimming-pool-builder/southern-sydney-nsw/> for 28 days.
15. Planning and approval fees will be forfeited if entrant does not proceed with pool installation for any reason.
- Prize on offer**
16. The total prize pool is valued at up to \$39,500 (Including GST), as at 08/02/2024.
17. The total number of competition winners in this competition is one. The prize on offer is:

Number of winners	Prize description	Max. value of each
1 Winner	<p>Chance to win back the standard purchase price of your swimming pool up to (max value of \$39,500)</p> <p>Note:</p> <ul style="list-style-type: none"> - Customer must sign contracts between dates 08/02/2024 - 26/03/2024 to enter. - Non refundable approval and planning fees to be received before draw date to be eligible for draw. - Prize is for *standard pool cost only. Prize does not include site costs, approval and associated fees, or optional client selections. - Winning amount excludes site costs, approval fees, tipping, rock excavation and optional client selections. - Prize amount will be issued by direct deposit to customer as per Narellan Pools standard contract special conditions if pool already installed and all progress payments have been received, or alternatively prize amount deducted from 	\$39,500

	<p>progress payments once pool is installed.</p> <p>-Customer will need to supply bank account details.</p> <p>-Swimming Pool must be installed on or before 01/02/25 for prize to be redeemable.</p> <p>- Prize is only available for clients in Danfi Pty Ltd franchise territories in Illawarra, Southern Sydney and South Coast.</p> <p>***"Standard Pool Price" is the standard price on the proposal / quote form. The standard price will be written in "special conditions clause" of the Narellan Pools Contract.</p>	
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Further Terms and Conditions

18. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
19. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
20. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
21. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or

misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

22. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
23. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.narellanpools.com.au. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Danfi Pty Limited (ABN 62 087 896 044) of 1/20 Princes Highway Yallah , NSW 2530.

Copyright, Statutory guarantees, Waiver and liability

24. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
25. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
26. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
27. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
30. 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) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

Competition permits

31. Authorised under: NSW Permit No. TP/03285.