

Terms & Conditions

Name of Promotion: Make your garden grow

Promotion Details: Make your garden grow Game – complete the steps to prepare, irrigate and plant your vegetable bed using Pope’s listed watering products. Pick the vegetable produce from the garden bed before the time runs out to submit your entry to go in the draw to Win a share of the \$15,000 Bunnings Warehouse Gift Cards (15 x \$1000 Bunnings Gift Cards to be won).

Agency contact: Them Advertising 1/26 The Parade West, Kent Town SA, 5067

Client contact: Toro Australia, 53 Howards Road, Beverley SA 5009.

Promoter: The Promoter is Toro Australia Pty Ltd (ABN 47 001 310 443), of 53 Howards Road, Beverley SA 5009.

1. Relevant State/s: SA, VIC, NSW, QLD, WA, TAS, ACT & NT
2. Entry Restrictions: Entrants and voters must be 18 years of age or over and currently reside within Australia.

Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of Toro Australia, participating Toro retailers, and agents of any organisation associated with this Promotion are not eligible to enter.

There is no entry fee or purchase required to enter this competition. Any cost associated with accessing the Competition is the entrant’s responsibility and is dependent on the internet service provider used.

3. Competition Period: The competition begins on Monday 11th January 2021. Entries for the competition close at 5.00pm ACDT Sunday 14th March 2021.

4. Entry Method:

Online Entry: **popcompetitions.com.au**

- a) Follow the steps to prepare, irrigate and plant your vegetable bed using Pope’s listed watering products. Once they have grown, pick as many as you can by tapping or clicking the vegetable produce from the garden bed before the time runs out.
- b) Complete the details on the entry form to submit your entry to go in the draw to Win a share of the \$15,000 Bunnings Warehouse Gift Cards. If you are unable to select the right product and harvest your vegetables within the time frame to complete the game and have had 3 plays, you’ll be automatically taken to the entry form section to submit your entry to go in the draw to a win share of the Major prize.
- b) Entrants will need to supply the following personal details;
 - I. Name
 - II. Email
 - III. Phone
 - IV. Postcode
- c) All entrants must register with a valid email address and mobile phone number to be eligible to enter and/or vote
- d) All entrants must agree to these terms and conditions
- e) All valid entries received during the Competition Period will be drawn on Thursday 18th March 2021 at 9.30am at 1/26 The Parade West, Kent Town 5067.

5. Maximum Number of Entries: One entry per person. Multiple entries are not permitted.

6. Judging Criteria: The valid online entries will be selected at random by representatives of the Promoter. The 15 winners of the \$1,000 Bunnings Warehouse Gift Cards will be telephoned and

emailed on the 18th March 2021. The winners will also be published on the **popcompetitions.com.au** on the 19th March 2021 by 5.00pm ACDT. The judge's decision is final and no correspondence will be entered into.

8. Prize Details:

There are 15 prizes to be won valued at \$15,000 as follows:

15 x \$1,000 worth of Bunnings Warehouse Gift Cards.

- The \$1,000 Bunnings Warehouse Gift Card prize will comprise of 2 x \$500 Bunnings Warehouse Gift Cards to total \$1,000 per winner.

Total Prize Pool: \$15,000

No alternatives to prizes will be offered. Prizes are not transferable or exchangeable. Lost or stolen vouchers gift cards cannot be replaced. Voucher prizes must be redeemed within the timeframe specified on the voucher gift card and to be used in conjunction with Bunnings Warehouse terms and conditions. <https://www.bunnings.com.au/online-gift-cards-terms>. Redeemable only at Bunnings Warehouse Stores in Australia.

9. Notification of Winners: The winners of the major prize will be notified via telephone and emailed on Thursday 18th March 2021 and published on the website **popcompetitions.com.au** on the 19th March 2021 by 5.00pm ACDT.

10. Prize Claim Date and Time: Prizes will be mailed out by recorded post to an address each winner has provided by Friday 2nd April 2021.

11. Entries not completed in accordance with the rules and conditions or received outside of competition period (Monday 11th January 2021 to Sunday 14th March 2021 5.00pm ACDT) will not be considered valid and will not be included in the judging. No correspondence will be entered into. Entrants must be authorised to transfer all rights, title and interest in their entry to the Promoter, and entrants found not able to do so will be deemed invalid. 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.

12. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 tax liability incurred by a winner or entrant; (e) redemption of the prize; and/or (f) participation in the promotion.

13. All entries become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest in and to their entry to the promoter. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter is entitled to use any of the entries submitted for any purposes at its discretion, including for any future promotion, marketing and publicity purposes. Entrants consent to Toro Australia using the entrant's name, likeness, image and/or voice in the event they are a winner (including, without limitation, photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by Toro Australia.

14. If, for any reason, this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter assumes 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.

15. By entering the promotion, the entrant consents to receive any email regarding the promotion from the Promoter and other emails that inform the entrant of the Promoter's other publications, products, services and events and to promote third party goods and services it may be interested in.
16. The collection, use and disclosure of personal information provided in connection with this competition is governed by Toro's Privacy Policy.
17. The Agency and Promoter reserve the right, at their discretion, to change these terms and conditions at any time subject to state regulations. Both entrants and voters agree to abide by the most recent version of this document each time they view and use the website. Users are accordingly advised to consult the terms and conditions each time they view the website.
18. The Agency and Promoter reserve the right to suspend, block or terminate any account without notice if these terms and conditions are breached.

Major Trade Promotion Lottery Licence: T20/1591