

“RYOBI X HOLMAN GARDEN TRANSFORMATION” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) 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 Australian residents aged 18 years or over.
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 1st cousin.
4. Entries into the promotion open on 08/11/21 and close at 11:59pm AEDT on 15/11/21 (“**Promotional Period**”).
5. To enter, individuals must complete either of the following sets of steps during the Promotional Period:

Facebook entry:
 - (a) Like both the Ryobi (@RyobiAU) and Holman Industries (@holmanindustries) Facebook accounts;
 - (b) Locate a promotional post on the Ryobi or Holman Industries Facebook account; and
 - (c) Post a direct comment to the promotional post uploading an image of a garden the entrant has recently renovated.
Instagram Entry:
 - (a) Follow both the @ryobi and @holmangarden Instagram profiles; and
 - (b) Upload an image of a garden the entrant has recently renovated on their personal account, ensuring that the image is publicly viewable and tag @ryobi and @holmangarden in the image.
6. 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.
7. Incomplete, indecipherable or unviewable entries will be deemed invalid.
8. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements. For clarity, each photo uploaded must be of a different garden.
9. 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.
10. The judging will take place at 31 Gilby Road, Mount Waverley VIC 3149 on 19/11/21 at 10am AEDT.

11. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
12. Winners will be notified by Facebook or Instagram direct message (dependent on entry method).
13. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the following criteria:
 - (i) Biggest transformation completed;
 - (ii) Most creative transformation;
 - (iii) Largest impact made on the garden.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The best valid entry, as determined by the judges, will win a RYOBI/Holman Major Prize Pack valued at \$1,943.00. Major Prize Pack includes:
 - 1 x R18XLMW20: RYOBI 18V ONE+ 37CM HP™ MOWER - TOOL ONLY (\$329)
 - 1 x OHT1851R: RYOBI 18V ONE+ 50CM HEDGE TRIMMER - TOOL ONLY (\$179)
 - 1 x OLT1833BL: RYOBI 18V ONE+ BRUSHLESS LINE TRIMMER - TOOL ONLY (\$249)
 - 1 x R18SK14: RYOBI 18V ONE+ 4.0AH BATTERY AND CHARGER COMBO KIT (\$129)
 - 1 x RB18L50: RYOBI 18V ONE+ 5.0AH LITHIUM+ BATTERY (\$149)
 - 1 x P0285284: HOLMAN Warm White Wi-Fi Garden Light Controller (\$169)
 - 5 x P0011687: HOLMAN Warm White Garden Light Extension Cable 1m (\$9 each)
 - 5 x P0011688: HOLMAN Warm White Garden Light Extension Cable 5m (\$22 each)
 - 1 x P0083104: HOLMAN 43mm Warm White Spotlight (\$92)
 - 2 x P0011673: HOLMAN 75mm Warm White Spotlight (\$39 each)
 - 2 x P0011675: HOLMAN 100mm Warm White Spotlight (\$63 each)
 - 4 x P0011677: HOLMAN 250mm Warm White Path Light (\$54 each)
 - 1 x P0011668: HOLMAN 45mm Warm White Deck Light 6 Pack (\$72).
16. The next three (3) best valid entries as determined by the judges will each win a RYOBI/Holman Minor Prize Pack valued at \$527.00. Each Minor Prize Pack includes:
 - 1 x R18SEC: RYOBI 18V ONE+ BYPASS PRUNING SECATEURS - TOOL ONLY (\$139)
 - R18SK14: RYOBI 18V ONE+ 4.0AH BATTERY AND CHARGER COMBO KIT (\$129)
 - 1 x P0246021: HOLMAN WX1 Tap Timer and WiFi Hub (\$99).
17. If for any reason a winner does not take 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.
18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
19. Total prize pool value is \$3,044.00.

20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

22. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) 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.
23. 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.
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. Any cost associated with accessing Facebook or Instagram is the entrant's responsibility and is dependent on the Internet service provider used.
26. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

27. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
28. 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.
29. 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 and prize suppliers. 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.ryobi.com.au/privacy> and <https://www.holmanindustries.com.au/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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
30. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Terms of Service, which can be viewed at www.facebook.com/terms.php or Instagram Rules, which can be viewed at <http://instagram.com/about/legal/terms>. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Neither Facebook nor Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

31. The Promoter is Techtronic Industries Australia Pty Limited (ABN 98 002 277 509) of 31 Gilby Road, Mount Waverley VIC 3149 and Holman Industries (ABN 29 385 212 665) of 1 Walters Drive, Osborne Park WA 6017.