

“BUNNINGS NEW ZEALAND JAMES HARDIE PROMOTION” (“Promotion”)

TERMS AND CONDITIONS

1. Information on how to enter and prize details form part of these Terms and Conditions. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Bunnings Limited, 78 Carbine Road, Mt Wellington, Auckland, 1060, New Zealand (“**Promoter**”).
3. The Promotion will commence on 12/06/2017 and will continue until 6.00pm NZDT on 12/07/2017 (“**Promotion Period**”).
4. Entry is only open to businesses located in New Zealand.
5. Directors, management and the employees of James Hardie (**Prize Supplier**) or the Promoter, retailers and suppliers associated with this Promotion and the immediate family members of those individuals 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.
6. To be eligible to enter, a business must either have an existing Cash, or 30-day Credit Bunnings PowerPass commercial account (each a “**PowerPass Account**”) as at 12/06/2017 or it must sign up for a PowerPass Account during the Promotional Period and prior to entry (“**Eligible Business**”).
7. For an Eligible Business to be eligible to enter, an authorised representative (aged 18 years or over) of an Eligible Business must first visit www.bunnings.co.nz/registrationlink, follow the prompts to the registration page, input the requested details (including the Eligible Business’ PowerPass Account number, their full name, the Eligible Business company name, a valid email address, and mobile number), agree to the Terms and Conditions by ticking the relevant tick box, and submit the fully completed registration form (“**Registration**”).
8. Once a Registration has been completed, for an eligible business to enter, an authorised representative of the Eligible Business must then, on behalf of that Eligible Business, complete the below step during the promotional period.
9. Purchase two (2) or more Participating Product(s) (as outlined in Schedule 1) in any Bunnings store using the Bunnings PowerPass or Trade account during the Promotion Period (“**Qualifying Purchase**”). The number of entries an Eligible Business will receive from a single transaction will be dependent on the Participating Product(s) purchased in the Qualifying Purchase, as outlined in Schedule 1 featured at the end of this document. Existing and new customers must use their PowerPass card or Account Number at the time of making a Qualifying Purchase to qualify for an entry. Holders of Temporary PowerPass cards must present both their Temporary PowerPass card and their Account Number at the time of making a Qualifying Purchase to qualify for an entry
10. Eligible Businesses must not have overdue balance owing on their PowerPass Account as at 12/07/2017-21/07/2017 in order to be eligible to claim the prize, if drawn as the winner.
11. The Promoter reserves the right, at any time, to verify the validity of entries, authorised representatives and Eligible Businesses (including an authorised representative’s age and place of employment, and an Eligible Business’ PowerPass Account status) and reserves the right, in its sole discretion, to disqualify any individual or Eligible Business 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 will 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.

12. If there is a dispute as to the identity of an authorised representative and/or Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the representative and/or Eligible Business.
13. Incomplete or indecipherable Registrations/entries will be deemed invalid.
14. Multiple entries permitted, subject to the following:
 - a) Eligible Businesses will be eligible to earn the corresponding number of entries outlined in Schedule 1 for each Participating Product(s) they purchase in a Qualifying Purchase; and
 - b) a maximum of fifty (50) entries in total per Eligible Business is permitted.
15. There will be a total of eight (8) prize draws for this Promotion. The draw will take place at 3pm NZT on 21/07/2017 at Bunnings Support Office, 78 Carbine Road, Mt Wellington, Auckland. The Promoter may draw additional reserve entries and record them in order in case an invalid entry is drawn.
16. The owner of the winning Eligible Business will be notified in writing and/or by telephone.
17. The prize will be awarded to the owner of the winning Eligible Business who may, in his/her absolute discretion, allocate the prize to any employee of that Eligible Business.
18. The first eight (8) valid entries drawn will win a Bosch Professional Multi Tool valued at up to \$299 (excluding GST).
19. The prize will be sent out to the winner.
20. The Promoter's decision is final and no correspondence will be entered into.
21. If the prize is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value and specification for that prize.
22. Total prize pool value is up to NZ\$2,392. The prize is not transferable or exchangeable and cannot be taken as cash.
23. If for any reason the winner does not take the prize, then the prize will be forfeited.
24. As a condition of accepting the prize, the winner consents to the Promoter and Prize Supplier using the winning Business's details and their name, likeness, image and/or voice (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.
25. 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 Eligible Business; or
 - b. suspend, terminate or cancel the Promotion, as appropriate.
26. Any cost associated with accessing the promotional website is the Eligible Business's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Business to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Business invalid.
 27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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 an Eligible Business or authorised representative; or (f) taking/use of a prize.
 29. As a condition of accepting the prize, the prize taker must sign any legal documentation as and in the form required by the Promoter and/or the Prize Supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
 30. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and the Prize Supplier. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing and publicity purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter by telephoning telephoning the Bunnings Privacy Officer on +61 3 8831 9740 or emailing privacy@bunnings.com.au Bunnings Privacy Policies can also be viewed at: <https://www.bunnings.co.nz/privacy-policy>. All entries become the property of the Promoter.

Schedule 1:

The number of entries an Eligible Business will receive will be dependent on the Participating Product(s) purchased in a Qualifying Purchase, as outlined in the table below.

FINELINE	DESCRIPTION
00813126	HARDIGLAZE SMTH WHITE 2400X1197
00813096	HARDIGLAZE SMTH WHITE 2400X 900
00267521	HARDIGLAZE PREM 2700X1200X6MM
00185035	HARDIGLAZE PREM 2400X1200X6
00241854	HARDIGLAZE TILE WHT 2400X1200
00241878	HARDIGLAZE TILE WHT 2400X900X6MM
00152664	HARDIGLAZE TILE GRANDE 2400X1200
00152672	HARDIGLAZE TILE LISTELLO 2400X1200