## Terms and Conditions – [Win A Trip To "Temprid Island" 2.0] ("Trade Promotion")

## Particulars

This table sets out the particulars of the Promotion.

Name of promotional	Win A Trip To "Temprid Island" 2.0
competition (Trade	
Promotion)	
Promotor	Garrards Pty Ltd (ABN: 74 010 648 325), 32 Kenworth Place, Brendale, QLD 4500
Permit Numbers	Authorised under:
	NSW Authority No: TP/03993
	SA Licence No: T24/2116
	ACT Permit No: TP 24/02792
Promotion period starts	Monday the 02 <sup>nd</sup> of December 2024 at 12.01 am (AEST)
Promotion period ends	Monday the 30th of June, 2025 at 17.00pm (AEST)
Eligibility Requirements - who can enter?	Entry is open to customers of Garrards Pty Ltd ("Garrards") and/or 2022 Environmental Science AU Pty Ltd ("Envu") who make a Qualifying Purchase during the Promotional Period.
	Entrants must be 18 years old or older.
	Entrants must be permanent residents of Australia or New Zealand.
	The winners must be available to take this trip from Thursday the 31 <sup>st</sup> July 2025 to Sunday the 3 <sup>rd</sup> August 2025.
Eligibility Requirements - who can't enter?	Employees (and their immediate families) of:
	a. the Promoter; and
	<ul> <li>b. the agencies, companies, sponsors or participating premises associated with this competition.</li> </ul>
	Immediate family means any of the following: a spouse, de-facto spouse, parent, child or sibling (whether full, half, step or by adoption)
Qualifying Purchase	To enter, entrants must purchase at Garrards one bottle of Envu Temprid
	75 insecticide, plus any Envu pest control products* to the total purchase
	value of \$350 (ex GST) in one transaction during the promotion period
	(*excludes Kordon and Premise products).
	Entry will automatically be recorded under the business or personal
	Garrards account that was used to make the qualifying purchase. Entrant
	will receive 1 entry per \$350 spend.
	Multiple entries permitted.
Entry Instructions	You must, during the Promotion Period:
	a. make a <b>Qualifying Purchase</b> during the promotion period at
	Garrards under a business or personal Garrards account

	b. At the end of the promotion period, Garrards will enter all eligible
	entrants into the draw
Proof of Purchase	Entrants must retain proof of purchase
Trade Promotion	www.garrards.com.au
Website	
Trade promotion	http://shop.garrards.com.au/CM.aspx?Page=PRIVACYSTATEMENT.HTM
privacy policy	
Prizes	1. Eight (8) winners will receive one (1) prize each for one (1) person to
	"Temprid Island", a mystery destination in Australia.
	2. Each winner will receive a return economy class airfare from their
	nearest domestic airport to the point of departure to "Temprid Island".
	3. The prize includes 4-star accommodation on the island for three nights.
	4. The prize includes three dinners on the island, and organised activities
	as arranged.
	5. The prize value per person is up to \$3,720, depending on their nearest
	to home domestic airline departure point.
	6. The total prize value for eight (8) people is up to \$29,760
	The winners must be available to take this trip from Thursday, 31 <sup>st</sup> July 2025 to Sunday 3 <sup>rd</sup> August 2025.
Details of the prize	This is a game of chance.
draw	The prize drawwill take place at Corregale Dty Ltd Lload Office, 22 Kenwarth
	The prize draw will take place at Garrards Pty Ltd Head Office, 32 Kenworth Place Brendale, QLD, 4500, by manual draw in the presence of an
	independent scrutineer at 12:00 pm AEST on Friday the 4 <sup>th</sup> July 2025
Winner notification	The winners' will be announced on <u>www.garrards.com.au</u> on Monday the
website (for publication	7 <sup>th</sup> July, 2025. Winners will also be contacted directly via phone and email
of winner details)	on Friday the 4 <sup>th</sup> July 2025. Winners' must claim the prize by 10:00am
,	AEST Friday the 11 <sup>th</sup> July 2025.
Unclaimed prize draw	If any prize is unclaimed a redraw will take place (subject to any directions
	from a regulatory authority) at 12.00pm AEST on Friday the 11 <sup>th</sup> July 2025
	at Garrards Pty Ltd Head Office, 32 Kenworth Place Brendale, QLD, 4500.
	The winners' will be announced on <u>www.garrards.com.au</u> on Monday the
	14 <sup>th</sup> July, 2025. Winners will also be contacted directly via phone and email
	on Friday the 11 <sup>th</sup> July 2025.

#### TERMS AND CONDITIONS

These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering this competition, you accept these Terms and Conditions.

#### 1. STANDARD TERMS

- 1.1. Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these conditions of entry.
- 1.2. This is a game of chance, and the winner will be drawn randomly.
- 1.3. Only one individual per company is eligible to claim a prize

### 2. <u>RULES OF ENTRY</u>

- 2.1. The Promotion commences on **Monday the 2<sup>nd</sup> December 2024 at 12.01 am (AEST)** and concludes on **Monday the 30th of June, 2025 at 17.00pm (AEST**) (the "Promotional Period"). After this date, no new entries will be accepted. Entry is open to customers of Garrards Pty Ltd and/or 2022 Environmental Science AU Pty Ltd ("Envu") who make a Qualifying Purchase at Garrards during the Promotional Period.
- 2.2. In order to enter, the entrant must have made a **Qualifying Purchase** during the promotion period at Garrards under a business or personal Garrards account.
- 2.3. Qualifying Purchase:

To enter, entrants must purchase one bottle of Envu Temprid 75 insecticide, plus any Envu pest control products\* to the total purchase value of \$350 (ex GST) in one transaction during the promotion period (\*excludes Kordon and Premise products).

Entrant will receive 1 entry per \$350 spend.

Multiple entries permitted.

- 2.4. At the end of the promotion period, Garrards will enter all eligible entries into the draw.
- 2.5. No restrictions on the amount of times the competition can be entered
- 2.6. Eligible winners must be over 18 years old and are **permanent residents of Australia or New Zealand.**
- 2.7. Employees and families of the Promoter or the prize suppliers associated with the Competition or Program are not eligible to enter. This includes a spouse, de-facto spouse, parent, child or sibling (whether full, half, step or by adoption)

## 3. CRITICAL DATES

- 3.1. The competition commences on Monday the 2<sup>nd</sup> of December 2024 and closes at 5pm (AEST) Monday the 30th of June, 2025.
- 3.2. The winner will be contacted by email and telephone.
- 3.3. The prize draw will take place at Garrards Pty Ltd Head Office, 32 Kenworth Place Brendale, QLD, 4500, by manual draw at 12:00 pm AEST on Friday the 4<sup>th</sup> July 2025 and the winners' names announced on the website www.garrards.com.au on Monday the 7<sup>th</sup> July, 2025

- 3.4. The winners must be available to take this trip from Thursday, 31<sup>st</sup> July 2025 to Sunday 3<sup>rd</sup> August 2025.
- 3.5. Trip dates subject to change
- 3.6. If any prize is unclaimed a manual redraw will take place (subject to any directions from a regulatory authority) at 12.00pm on Friday the 11th of July 2025 at Garrards Pty Ltd Head Office, 32 Kenworth Place Brendale, QLD, 4500
- 3.7. This is a game of chance. There is no element of skill in the competition or determination of the Winner.
- 3.8. Times are Australian Eastern Standard Time.
- 3.9. Winners will be chosen by manual draw from the pool of all eligible entries.

## 4. THE PRIZE

- 4.1. Eight (8) winners will receive one (1) prize each for one (1) person to "Temprid Island", a mystery destination.
- 4.2. Each winner will receive a return economy class airfare from their nearest domestic airport to the point of departure to "Temprid Island".
- 4.3. The prize includes accommodation on the island for three nights.
- 4.4. The prize includes three dinners on the island, and organised activities as arranged.
- 4.5. The prize value per person is up to \$3720, depending on their nearest to home domestic airline departure point.
- 4.6. The total prize value for eight (8) people is up to \$29,760
- 4.7. The winners must be available to take this trip from Thursday, 31<sup>st</sup> July 2025 to Sunday 3<sup>rd</sup> August 2025.
- 4.8. Trip date subject to change

#### **IMPORTANT LEGAL POINTS REGARDING ACCEPTANCE OF THE PRIZE**

- 1. The prize can only be used by the winner(s) and may not be redeemed by any other person(s).
- 2. Only one individual per company is eligible to claim a prize.
- 3. Entrants must make their own way to and from the domestic airline departure point at their own expense.
- 4. It is the responsibility of the winner to ensure they arrive at their point of departure in time to catch the required flight. The Promoter is not responsible for winners unable to take the prize due to a missed flight and their prize will be forfeited. There will be no compensation to the winner of any nature in the event of this occurring.
- 5. Travel Insurance is not included in the prize and Garrards Pty Ltd and 2022 Environmental Science AU Pty Ltd ("Envu") are not responsible for any loss of articles or damage to articles or your person in transit or at the event. This includes accidents,

# theft, bodily harm or any inconvenience due to the breakdown of a vehicle or need for medical assistance.

- 6. Any other expenses incurred above those included in the prize are the responsibility of the winners. This includes but is not limited to purchase of beverages, food or activities not included in the prize
- 7. No element of the prize is transferable, and no element of the prize can be redeemed for cash.
- 8. The winners agree, at all times, to behave within the rules and regulations of any third parties providing aspects of the prize including but not limited to airlines and accommodation. The winners agree that neither 2022 Environmental Science AU Pty Ltd ("Envu") or Garrards Pty Ltd are in any way liable for outcomes whilst the winner is in transit or at the places of accommodation.
- 9. Winners of the prize should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 10. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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 these rights.
- 11. In participating in the competition, 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, filmed for broadcast and photographed. The winners agree to grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
- 12. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
- 13. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority. As a condition of accepting the prize, the winner must sign legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity.
- 14. The Promoter's decision is final and no correspondence will be entered into.

#### 15. NO LIABILITY

CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS COMPETITION OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.

- 16. 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 government legislation
- 17. The Promoter is not responsible for lost, interrupted communications or unavailable server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.
- 18. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 19. The Promoter reserves the right to verify the validity of entries and to disqualify any entry of 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 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.
- 20. Except for any liability that cannot by law be excluded, including the Non Excludable Guarantee, the Promoter (including its respective officers, employees and agents) and Prize Promoter are 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 the winner or entrant; or (f) use of the prize.

- 21. Nothing in these Terms and Conditions limits, excludes or modifies or purports limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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'). 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.
- 22. The Promoter is Garrards Pty Ltd, 32 Kenworth Place, Brendale, QLD 4500. Phone: (07) 3811 1693. ABN: 74 010 648 325 in association with 2022 Environmental Science AU Pty Ltd ("Envu"), Suite 2.06, Level 2, 737 Burwood Road, Hawthorn VIC 3123. Phone 1800 024 209 ABN: 49 656 513 923.
- 23. Relevant permits/authorities: NSW Authority No: TP/03993 SA Licence No: T24/2116 ACT Permit No: TP 24/02792
- 24. By entering this Promotion, you agree to the Promoter's use of your personal information. All entries become the property of the Promoter and your name may be included on a database. By entering this Promotion you consent to including you into future email, or other campaigns. If you are a Winner of this Promotion you also agree to the Promoter sharing your personal information with the Sponsors for the purposes of fulfilling the Prize, and you acknowledge that the Sponsors are solely responsible for their use of that information.