

**Bailey Ladders**  
**Win a Bailey Ladders Safety Prize Pack Terms and Conditions**

**PROMOTER**

1. The Promoter is WernerCo Australia (owner of Bailey Ladders) of 280 Sherbrooke Road Willawong, Queensland, 4110. ABN 88 151 127 061.

**CONDITIONS OF ENTRY**

2. Entering this promotion constitutes acceptance of these Terms and Conditions and any other terms and conditions appearing on the Bailey Ladders Facebook Page, Bailey Ladders Instagram Page or Bailey Ladders website specific to this promotion.
3. The promotional period will commence 05:00pm AEST Monday 3 October 2022 and closes 11:00pm AEST Monday 31 October 2022.
4. This promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram.

**WHO MAY ENTER**

5. Entry is open to all Australian residents aged 18 and over.
6. Employees or contractors of the Promoter or its associated companies or agencies, or any suppliers of prizes, or the immediate family of such persons, are not eligible to enter this promotion. "Immediate family" means spouse, parent, child or sibling, whether or not they live in the same household.

**HOW TO ENTER**

7. Entrants to like and comment on the specified Instagram post on The Promoter's Instagram page.
8. To enter the competition, entrants must:
  - 8.1 Instagram - Like the specified Instagram post(s) of the Bailey Ladders Safety Prize Pack they would like to win, tag two friends, and comment how they safely use their Bailey Ladder.
9. All entries become the property of the Promoter.
10. Multiple entries are allowed as long as a unique comment is placed.
11. Entries not completed in accordance with these Terms and Conditions or received after the closing date will not be considered.
12. 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 those rights.
13. All entrants warrant that:
  - 13.1 all details provided with entries are true and accurate;

- 13.2 the entrant has all necessary rights and licences to grant the rights set out in these Terms and Conditions;
- 13.3 the submission is the entrant's original and has not been previously communicated to the public;
- 13.4 the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and the entrant will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

#### SELECTION OF WINNER

- 14. There will be four (4) prize winners for the promotional period, selected from the relevant Instagram post/s.
- 15. Judging of the winning entries will be conducted at Level 1, 82 King William Road, Goodwood SA 5034, with the winners chosen based on the creativity of their entry.
- 16. Four (4) winner/s will each receive one (1) Safety Prize Pack relevant to their entry, out of the following:
  - 16.1 One (1) Adjustable Height Platform Stepladder 3-6 FS13999, one (1) Bailey Ladders Professional Roof Workers Kit FS13660, and one (1) Bailey Ladders Merchandise Pack. Total estimated RRP \$1369.00
  - 16.2 One (1) Bailey Pro Extension Ladder 12 Leveller FS13906, one (1) Stepthru Extension Ladder Safety Device FS14000, one (1) Bailey Ladders Professional Roof Workers Kit FS13660, one (1) Bailey Ladders merchandise Pack. Total estimated RRP \$1654.00
- 17. All other costs associated with the prize are the responsibility of the winner.
- 18. The Promoter will decide the winning entries in its absolute discretion.
- 19. Entries will be judged by representatives of the Promoter, based on the originality and creativity of the entry. There is no chance component to determining the winner.
- 20. The result of the competition, including the determination of the winner, is final, and the Promoter will not enter into any correspondence regarding the result.

#### PRIZES

- 21. Prize values are GST inclusive and are in Australian dollars and represent the estimated retail value as provided by the supplier as at time of printing. The Promoter accepts no responsibility for any variation in prize value.
- 22. The total prize pool value is estimated at RRP \$6046.00
- 23. The prizes must be taken as offered and are not exchangeable, transferable, or redeemable for cash or for resale. In the event that the prizes are unavailable, the Promoter reserves the right to substitute a prize of equal or greater value.

#### NOTIFICATION OF WINNER

24. The winners will be notified by Instagram private message on Wednesday the 2<sup>nd</sup> of November 2022 by 1700 hours AEST.
25. The Promoter will make every reasonable effort to contact the winner. However, if a prize remains unclaimed for a period of four (4) days from the date of the judging of entries, the prize will be forfeited and may be used or distributed by the Promoter at the discretion of the Promoter.
26. The winner may be asked for proof of identity, age or residence to confirm eligibility.
27. Subject to proof of eligibility, prizes will be coordinated by the Promoter and documentation sent via post.
28. The winner agrees to the use of their name, image and photograph/s for publicity and promotional purposes, without compensation, and agree that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.

#### PRIVACY

29. In order for entrants to participate in this promotion, the Promoter may collect the name, age, email, address, and telephone number of each entrant (Personal Information). The Personal Information is collected to enable the Promoter to administer the promotion and identify the winner.
30. Winning entrants agree that their identities may be disclosed in promotional material. Personal Information will not be used for any other purpose.

#### LIMITATION OF LIABILITY

31. 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/participation in a prize.
32. If for any reason the promotion does not run for its duration due to a computer virus, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter that corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion or disqualify any individual who tampers with the entry process. The Promoter is not responsible for any:
  - 32.1 malfunction, delay or traffic congestion on any network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - 32.2 failure of any email or entry to be received by the Promoter; or
  - 32.3 injury or damage to entrants or any other person related to or resulting from participation in the promotion or downloading any materials for the promotion.

33. In the case of the intervention of any outside agent or event which naturally changes the result of the promotion or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest or strikes; the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions.