

## Win a \$10,000 Kinsman Kitchens Upgrade PLUS Appliances from Omega

### Terms and Conditions

By entering the “Win a \$10,000 Kinsman Kitchens Upgrade PLUS Appliances from Omega” (“the Competition”), you are agreeing to the following Terms and Conditions.

#### HOW TO ENTER

1. The Competition commences **Friday 01 May 2020 at 09:00 AEST** and concludes on **Tuesday 30 June 2020 at 23:59 AEST** (“the Competition Period”).
2. To enter, entrants must go online to <https://www.thegoodguys.com.au/kinsman> between **Friday 01 May 2020** and **Tuesday 30 June 2020**, and they must:
  - a. Be an Australian permanent resident residing in VIC, NSW, ACT or QLD within 100km radius of a Kinsman Kitchens showroom location;
  - b. Must be aged 18 years or over;
  - c. Must own the home intended for the Kitchen renovation;
  - d. Fill in their details and answer a few short questions; and
  - e. Answer this question in 25 words or less – “How would you design your new Kinsman Kitchen to add value to your life?”
3. Entries are limited to one (1) entry per person per registered home address.
4. Complete entries must be received by **Tuesday 30 June 2020 at 23:59 AEST** to be deemed eligible for judging. Entries will be judged by a panel of judges appointed by the Promoters. One Winner will be awarded the major Prize. Winner will be advised by no later than Friday 31 July 2020 by phone and email. Winner’s first initial, last name and State may also be announced on Facebook and The Good Guys website after the Winner is notified.

#### PRIZE

1. There will be one (1) Winner who will be eligible for the one (1) Prize detailed in the table below (**Prize**).
2. This Prize is only available to entrants who are residents of VIC, NSW, ACT or QLD and live within a 100km radius of a Kinsman Kitchens showroom location. Kinsman Kitchens showroom locations can be found here: <https://kinsman.com.au/showrooms/>

Number	Full Details	MAX. PRIZE VALUE
1 x Prize	Subject to Winner meeting the entry requirements defined in ‘HOW TO ENTER’, the Prize package consists of the following components: <ul style="list-style-type: none"> <li>• The First Component is valued up to \$10,000 RRP and includes \$8,500 towards kitchen cabinets and laminate bench tops from Kinsman Kitchens Value Range, and \$1,500 towards trades for delivery and standard kitchen cabinetry installation (all other trade works such as plumbing, electrical and tiling is the responsibility of and must be paid for by the Winner).</li> <li>• The Second Component of the Prize is <u>the choice of one (1) of three (3) Omega appliance packages.</u> <ul style="list-style-type: none"> <li>○ <b>PACKAGE 1 INCLUDES THE FOLLOWING AND IS VALUED BETWEEN \$2,197 AND \$2,397 RRP (RRP VALUE DEPENDENT ON RANGEHOOD SELECTION)</b> <ul style="list-style-type: none"> <li>▪ Omega 60cm Pyrolytic Oven (model: OBO61PXTGG);</li> <li>▪ Omega 60cm Gas Cooktop (model: OCG64FFETGG); and</li> <li>▪ Omega 52cm Undermount Rangehood Matte Black (model: ORU52MB) <b>OR</b> Omega 60cm Canopy Rangehood Matte Black (model: ORC60MB)</li> </ul> </li> <li><b>OR</b></li> <li>○ <b>PACKAGE 2 INCLUDES THE FOLLOWING AND IS VALUED BETWEEN \$2,198 AND \$2,348 RRP (RRP VALUE DEPENDENT ON RANGEHOOD SELECTION)</b> <ul style="list-style-type: none"> <li>▪ Omega 90cm Freestanding Cooker (model: OF910FX); and</li> <li>▪ Omega 90cm Undermount Rangehood Matte Black (model: ORU90MB) <b>OR</b> Omega 90cm Canopy Rangehood Matte Black (model: ORC90MB)</li> </ul> </li> <li><b>OR</b></li> <li>○ <b>PACKAGE 3 INCLUDES THE FOLLOWING AND IS VALUED BETWEEN \$2,797 AND \$2,947 RRP (RRP VALUE DEPENDENT ON RANGEHOOD SELECTION)</b> <ul style="list-style-type: none"> <li>▪ Omega 90cm Electric Oven (model: OBO960XTGG);</li> <li>▪ Omega 90cm Gas Cooktop (model: OCG95FFETGG); and</li> <li>▪ Omega 90cm Undermount Rangehood Matte Black (model: ORU90MB) <b>OR</b> Omega 90cm Canopy Rangehood Matte Black (model: ORC90MB)</li> </ul> </li> </ul> </li> <li>• The Third Component of the Prize is The Good Guys Home Services Standard Installation Service of the above appliances valued at \$847.</li> </ul>	UP TO \$13,794
<b>TOTAL MAXIMUM PRIZE VALUE UP TO</b>		<b>\$13,794</b>

Total maximum Prize pool value for the Prize is up to **\$13,794**. Prize value is correct as at the date of printing. To the extent permitted by law, the Promoters accept no responsibility for change in Prize value between now and the ultimate date on which the Prize is taken.

#### TERMS & CONDITIONS

1. This is a game of skill; chance plays no part in determining the Winner. The judges’ decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.
2. If your entry is selected as the winning entry, validation of your circumstances/the validity of your entry will be undertaken by the Promoters. Validation method will be determined by the Promoters in their complete discretion.
3. Entries must not be offensive, defamatory, racist or illegal. Any entry which the judges deem inappropriate will be invalid.
4. Incomplete, indecipherable or illegible entries will be deemed invalid. Multiple entries are not permitted, only one entry per person will be allowed.
5. The Promoters reserve 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 will be accepted at the Promoters discretion.
6. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. The Entrant warrants to the Promoters that the entry submitted is an original artistic work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants that they have obtained the relevant intellectual property permission(s), including copyright, to submit the entry for the purposes of this Competition. The entrant agrees to indemnify the Promoters against all claims and costs by third parties arising from a breach of the warranty set out in this condition.

8. To the extent permitted by law, the Promoters are entitled to use any of the entries submitted in any manner and for any purpose in their absolute discretion, including using the entries for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. To the extent permitted by law, the Promoters are entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
9. All entries become the property of the Promoters.
10. The Promoters collect personal information about you to enable you to participate in this Competition. The Promoters are committed to maintaining your privacy, and we want you to understand how we use and manage your data. In order to improve our services and provide better content the Promoters may keep track of patterns of use in the e-mails and e-mail newsletters sent. Please review the applicable privacy policies for additional information: <https://www.thegoodguys.com.au/privacy-policy>, <https://kinsman.com.au/privacy-policy/> and <https://omegaappliances.com.au/privacy/>. By supplying the Promoters your information, you have given us permission to communicate with you via mail, e-mail, SMS, MMS, Facebook, Twitter and telephone indefinitely to inform you about products and services we deliver. If you wish to obtain a copy of The Good Guys privacy policy, access the personal information The Good Guys hold about you or if your personal information is inaccurate, incomplete, outdated or to unsubscribe, please contact The Good Guys Privacy Officer, 60 City Road, Southbank VIC 3006. For any further queries relating to the Kinsman's Privacy Policy and/or your personal details, please contact Kinsman Privacy office at Privacy Officer Kinsman, PO BOX 457, Willoughby NSW 2148 or email [privacy@kitchen-net.com.au](mailto:privacy@kitchen-net.com.au). If you have any questions about the Omega Privacy Policy or about how Omega manage and deal with personal information, please contact Omega via the contact us page or write to the Privacy Manager, Shriro Australia Pty Limited, 104 Vanessa Street, Kingsgrove NSW 2208, Australia.
11. Omega is proudly distributed in Australia by Shriro Australia Pty Ltd (SHRIRO).
12. By entering the Competition and providing an email address, the entrant consents to receiving emails regarding the Competition, and other emails which inform the entrant of the Promoters other publications, products, services and events and to promote third party goods and services it may be interested in.
13. All materials in relation to the installation of the Prize will be provided and all installation will be undertaken by suppliers and persons selected by and in the Promoters absolute discretion. The Promoters will provide qualified kitchen installers to install the Prize components as required by law. The Prize is subject to all of Kinsman Kitchens standard terms, conditions and warranties which can be found at <https://kinsman.com.au/>.
14. In accepting the Prize, the entrant acknowledges that the following is not included in the Prize and is at the expense of the Winner, to the extent permitted by law:
  - a. Kitchen lighting, stone benchtops and glass splashbacks, tiles, flooring and other kitchen accessories.
  - b. Any gas, electricity, water or associated costs incurred before, during or after the claiming, installing and using the Prize.
  - c. Any accommodation, meals or other spending money incurred in relation to or ancillary to claiming or using the Prize.
  - d. Any other ancillary or incidental expenses incurred in connection with the Prize, whether before, during or after installation.
  - e. Any insurances or taxes.
  - f. Any construction, electrical, tiling or plumbing services.
  - g. Any ongoing maintenance costs.
  - h. Any costs in excess of the allocated value per component of the Prize or
  - i. Any other ancillary costs associated with redeeming this Prize.
15. The Winner is responsible for all the trade works (other than the actual standard kitchen cabinetry and standard appliance installation) such as plumbing, electrical and tiling. Much of this will need to be completed before the kitchen can be installed. The Promoters will make all reasonable attempts to assist the Winner with contacts for these trades. The Promoters will not be responsible for any costs associated with this assistance and to the extent permitted by law, the Promoters will not be held responsible or liable for any services or goods these trades provide, and the Promoters make no warranties on their behalf.
16. Appliance Installation services are provided by Home Services Network Pty Ltd ABN 56 622 336 350 t/as The Good Guys Home Services (NSW Contractor Licence Number 319335C, QBCC Trade Contractor Licence Number 15086123, SA Building Work Contractor Licence BLD 286495, Tas Contractor Licence No. 15605877, NT Electrical Contractor Licence Number C3784). The Good Guys Home Services does not perform gas fitting, electrical or plumbing work. All gas fitting, electrical and plumbing work is performed by licensed subcontractors engaged by The Good Guys Home Services, and all required electrical and gas safety/compliance certificates are issued by these licensed subcontractors.
17. The Prize must be redeemed in full by 31 December 2020. The Promoters will where possible contact the Winner to assist in organising the redemption of the Prize.
18. To the extent permitted by law the Promoters make no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as Prizes; and accepts no responsibility for loss or damage to Prizes in transit.
19. In the event of unforeseen circumstances, war, terrorism, state of emergency, pandemic, health emergency or disaster (including but not limited to natural disaster) the Promoters reserve the right to cancel, terminate, modify or suspend the Competition (subject to all and any relevant State and Territory rules and regulations).
20. In accepting the Prize the Winner agrees to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed by the Promoters and the Winner grants the Promoters a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use.
21. The Promoters reserve the right to photograph the completed kitchen within two months of completion and use these images for advertising and publicity purposes including but not limited to social media, events, catalogue, TVC, The Good Guys website, Kinsman website, Omega website, third party websites and/or publications.
22. The Winner agrees they will not sell or otherwise provide their story in relation to this Competition and/or photographs to any media or other organisation.
23. It is a condition of accepting the Prize that the Winner must comply with all the terms and conditions of this Competition.
24. In the event that an element of the Prize outlined in the above is cancelled, postponed or unavailable for any reason, the Promoters reserve the right to substitute a similar product or Prize of equal or greater value, subject to State or Territory regulations.
25. If the Winner forfeits a specified element of the Prize, no cash or alternative offer will be granted in lieu of the part of the Prize.
26. Prizes are not redeemable for cash and are not transferrable or exchangeable, unless stipulated in these terms and conditions.
27. Employees of the Promoters and their immediate families and agencies associated with this Competition are ineligible to enter.
28. Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
29. 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, 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 Promoters (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 Competition.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) to the extent permitted by law, 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 Promoters 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 Promoters) due to any reason beyond the reasonable control of the Promoters; (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 the Prize.

31. The Promoters of the Competition are The Good Guys Discount Warehouses (Australia) Pty Ltd (ABN 48 004 880 657) of 60 City Road, Southbank VIC 3006, Courtsean Pty Ltd (ABN 31 152 876 081) trading as Kinsman Kitchens, of 1 Wella Way, Somersby NSW 2250 and Shriro Australia Pty Ltd, (ABN 28 002 386 129) of 104 Vanessa Street, Kingsgrove NSW 2208.