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HY-CLOR
WIN ONE YEAR'S WORTH OF POOL CARE PRODUCTS
GAME OF SKILL
TERMS AND CONDITIONS

Part A – Competition Details

This part sets out the details of the Competition. The terms and conditions applicable to the Competition are set out in Part B.

Competition Title	HY-CLOR'S WIN ONE YEAR'S WORTH OF POOL CARE PRODUCTS
How to Enter	<ol style="list-style-type: none"> 1. To enter, all individuals must perform a pool water test using a HY-CLOR Pool Water Testing kiosk at a Bunnings Warehouse store; 2. When performing the pool water test, the individual will be required to enter their email address into a nominated field; 3. Subsequently, all individuals will receive an email from HY-CLOR inviting them to participate in the Competition by describing in 50 words or less their favourite swimming pool experience during the spring and summer months of September 2018 to February 2019.
Prize	<ol style="list-style-type: none"> 1. Prize value has been calculated on the requirements of a domestic swimming pool of 50,000 litres with no pre-existing problems and consists of three components: <ol style="list-style-type: none"> a. Chemicals: Bunnings Warehouse vouchers to the value of \$750.00 in lieu of the chemicals calculated to maintain adequate water chemistry and sanitise a 50,000 litre domestic swimming pool for a period of 12 months. This includes salt, chlorine, algaecide, pool acid, clarifier, pH Buffer and stabiliser. Chemicals will not be delivered to the winner. b. Non-chemical: The winner will receive delivered to the address provided on the entry an assortment of swimming pool cleaning and sanitising equipment to the value of \$1500.00. This will include a salt chlorinator, pump, filter, automatic pool cleaner, Aquachek test strips, thermometer, floating dispenser, scoop, broom, vacuum head, vacuum hose and pool pole. c. Service calls: Three service calls by a pool-service agent. Calls will be at a time suitable to the winner and reasonable to the service agent. Calls will consist of sweeping and brushing pool; backwashing filter and emptying debris. Water balance test; adjustment and addition of adjuster chemicals and chlorine using winner's own chemicals. Inspection and recommendation on filter and pump condition. Inspection and recommendation on general condition of swimming pool. Standard installation of a water chlorinator, pump and filter. Set-up of the pool cleaner. Should the winner not want to replace or install a chlorinator, pump or filter on the agreed visit, the prize will be awarded, not fitted. 2. The prize: <ol style="list-style-type: none"> a. Does not include resolving, repairing, servicing or cleaning any pre-existing pool problem; including but not limited to stains, cracks, algae, green or dirty water, sand or debris in pool, neglected pools, water features, solar equipment or pool covers. b. Does not include any structural advice, repairs or service. c. Does not include a non-standard chlorinator installation. Should the installation require the movement of pre-existing equipment or otherwise be non-standard, it will be quoted for and at the cost of the winner. d. The winner is expected to have the correct, and in sufficient quantity the chemicals to adjust and sanitise the pool water at the time of the service call. Should this not be the case, the service technician will quote and should it be accepted will be for the winner's cost. The winner should have sufficient salt when the chlorinator is installed. Should this not be the case the technician will quote on the cost of and will be at the winners cost. <p>HY-CLOR reserves the right to provide a substitute prize of equivalent value to the original prize in the</p>



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	form of Bunnings Warehouse gift vouchers should the winning entrant's location be in an area where HY-CLOR cannot reasonably arrange a service call or a product delivery.
Competition Period	1 September 2018 to 28 February 2019
Who May Enter	Residents of Australia and New Zealand who have performed a pool water test using a HY-CLOR Pool Water Testing kiosk at a Bunnings Warehouse store.
Maximum Number of Entries Per Individual Entrant	Unlimited.
Judging Process and Criteria	Each valid entry will be judged by HY-CLOR. HY-CLOR's judges will select the winning entry, based on the most creative, informative or useful comment, in the context of the question. HY-CLOR's decision is final and HY-CLOR will not enter into correspondence regarding the Competition result or winning entries.
Judging Date	9:30am Friday 5th April, 2019
Prize Winner Notification	The winner will be contacted by HY-CLOR to arrange the delivery of the prize by email and/or telephone.
Claiming the Prize	It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. In the event that for any reason whatsoever the winner does not take an element of the prize within the 12-month period from notice of prize commencement by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

Part B – Terms and Conditions of the Competition

1. These terms and conditions (**Terms**) apply to the game of skill described in Part A (the **Competition**).
2. The Competition will be conducted by HY-CLOR (Australia) Pty Ltd (ACN 000 655 381) (**HY-CLOR**) during the period specified in Part A (the **Competition Period**).
3. The Terms may be amended or replaced by HY-CLOR in its absolute discretion at any time.
4. Entry into the Competition is deemed acceptance of the Terms (as amended from time to time).
5. Entry is open only to residents of Australia and New Zealand who comply with any entry restrictions specified in these terms.
6. To enter the Competition, entrants must, during the Competition Period, follow the entry method and instructions specified in Part A.
7. Entries must be received by HY-CLOR during the Competition Period. Entries are deemed to be received at the time of receipt into HY-CLOR's database. Entrants may submit up to the maximum number of entries specified in Part A. Multiple entries (where permitted) must be submitted separately and if the Competition requires the submission of a creative work, each entry by the same entrant must be unique and original. If an entrant submits multiple entries in excess of the permitted maximum, only the entry or entries most recently submitted (up to the permitted maximum) will be accepted by HY-CLOR. HY-CLOR has no obligation to return or acknowledge the entry.
8. Each entrant warrants that their entry is not, and its use by HY-CLOR will not infringe the rights (including intellectual property rights) of any third party.

HYCLOR AUSTRALIA PTY LTD
ACN 618 660 638

178 Power Street Glendenning NSW 2761 T (02) 8805 2400 F (02) 8805 2401

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9. All entries in this Competition become the property of HY-CLOR and each entrant, by entering this competition, grants HY-CLOR an irrevocable, perpetual, gratis assignment of copyright subsisting in the entry. HY-CLOR may reproduce, edit, publish, communicate and otherwise use the entry to the Competition in any manner whatsoever including, without limitation, in further promotion of the Competition, by way of commercial purposes and may extend to or involve use by or with one or more third parties.
10. To the extent permitted by law, the entrant hereby waives all moral rights (as defined by the *Copyright Act 1968(Cth)*), including the right of attribution.
11. In consideration for HY-CLOR awarding the prize to the winner, the winner hereby permits the winner's words, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or the advertising or marketing thereof, in any media whatsoever and the winner will not be entitled to any fee for such use.
12. Each entrant is responsible for notifying HY-CLOR of any changes to their residential address, email and/or any other contact details during and after the Competition Period.
13. The Competition is a game of skill, chance plays no part in determining the winner(s) and each validly submitted entry will be individually judged by HY-CLOR as specified in Part A on the basis of originality and creativity, and according to any other criteria specified or adopted by HY-CLOR.
14. HY-CLOR may, in its absolute discretion, disqualify:
 - a. Any entry which is not original, is not completed in accordance with these Terms, infringes any intellectual property rights of a third party, contains any objectionable or offensive content, or has the potential to damage the reputation of any person; or
 - b. Any individuals who tempers with the entry process, submits an entry that is not in accordance with these Terms, or who has in the opinion of HY-CLOR, engaged in unlawful or improper conduct that is designed to, or is likely to, adversely affect the conduct of the Competition or is generally damaging to the goodwill of HY-CLOR.
15. Prizes are not transferrable or redeemable for cash. The prizes or any element of the prizes cannot be exchanged for any other prize/s. The contents of the prizes will be at HY-CLOR's sole discretion.
16. HY-CLOR reserves the right, in its absolute discretion, at any time before the awarding of the prizes to cancel or vary the Competition, or cancel, vary or withdraw its prizes. If HY-CLOR cancels or varies the Competition, or cancels, varies or withdraws its prizes, it is not:
 - a. Liable to any person for any costs, loss or damage whatsoever arising out of, or in connection with such cancellation, variation or withdrawal; or
 - b. Required to conduct the Competition at any other time.
17. HY-CLOR accepts no responsibility for late, lost, incorrectly submitted or misdirected entries, for any technological malfunction or failure, or for outdated or incorrect contact details by which the entrant cannot be contacted during business hours on relevant dates.
18. HY-CLOR and its agents assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

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19. Entrants enter the Competition at their sole risk. Within the exception of liability which cannot be excluded by law, HY-CLOR is not liable for, and the entrant releases HY-CLOR from, liabilities relating to any direct or indirect loss or damage which is suffered, or from personal injury or sickness suffered or sustained, as a result of entering the Competition, failing to win, winning, accepting or using a prize.
20. Any information or material provided by entrants to HY-CLOR in connection with the Competition will be used by HY-CLOR for the purposes of promoting the purpose of the Competition, conducting the Competition, administering the prize, to maintain contact and keep the entrants up to date with information about HY-CLOR, its services and events and as otherwise outlined in these Terms. HY-CLOR may use the entrants' personal information in accordance with its privacy policy available at www.hyclor.com.au . Entrants may access and correct their personal information held by HY-CLOR upon request.
21. These Terms shall be governed by the law of New South Wales, Australia.

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