

Loctite Kintsuglue Consumer Competition Terms & Conditions ("Terms")

Schedule	
Promotion:	Loctite Kintsuglue Consumer Competition
Promoter:	Henkel Australia Pty Ltd ABN 82 001 302 996 of 135-141 Canterbury Road, Kilsyth VIC 3137
Promotional Period:	Start date: 15/10/18 at 12:01 am AEST End date: 09/12/18 at 11:59 pm AEST
Qualifying Products:	The following Loctite Kintsuglue products available from any Bunnings Warehouse location in Australia*: <ul style="list-style-type: none"> • Loctite Kintsuglue White • Loctite Kintsuglue Black <p style="color: red;">*Subject to stock availability.</p>
Eligible Entrants:	An individual who: <ol style="list-style-type: none"> (i) is an Australian resident aged 18 years or older at the time of entry; (ii) is not an employee of the Promoter, or any of its related companies or agencies associated with the Promotion, nor Bunnings Warehouse or a Prize Issuer; and (iii) is not a spouse, de facto spouse, parent, child or sibling of such an employee.
Entry Method:	Eligible Entrants must complete the following steps during the Promotional Period: <ol style="list-style-type: none"> (a) Use a Qualifying Product from a Bunnings Warehouse location in Australia; (b) create and capture a photo or video of how they used the Qualifying Product (excluding any other adhesive products); and (c) post the photo or video to either their personal Facebook, Instagram or YouTube account along with the hashtag #HackByKintsuglue and a @Kintsuglue tag. The time and date when the #HackByKintsuglue and @Kintsuglue tags have been saved to the posted photo or video will be deemed to be time and date when the entry is submitted.
Entries permitted:	Multiple entries per Eligible Entrant will be accepted, provided that the photo or video of each entry is materially different. Each photo or video posted by the Eligible Entrant to their Facebook, Instagram or YouTube account in accordance with the Entry Method will constitute one (1) entry in the Promotion (Entry).
Prize Details:	The prizes on offer are: <ol style="list-style-type: none"> (a) eight \$200 Gift Vouchers from Bunnings Warehouse to be awarded each week during the Promotional Period to a single winner selected from the Entries during the preceding 7 days (Weekly Prize); and (b) two \$2,500 Gift Vouchers from Flight Centre to be awarded to two winners at the conclusion of Promotion selected from all Entries during the Promotion (Grand Prize). <p>The prizes are not exchangeable nor redeemable for cash and are subject to terms and conditions of the prize issuer (Prize Issuer), being either Bunnings Warehouse or Flight Centre.</p>
Winner Selection Criteria:	Winners will be selected by a panel consisting of the Promoter's representatives. Each Entry will be judged based on four elements of the Kintsuglue product features: repair, protect, reconstruct and enhance. The Entry that is judged to best demonstrate one or more of these four features will win. There is no restriction on winning a prize more than once.

Winner Notification:	<p>The winners will be contacted via private message on their personal Instagram/Facebook/YouTube account provided in connection with their Entry within 2 days of their selection.</p> <p>An announcement on www.loctite-consumer.com.au/hackbykintsuglue will be posted:</p> <ul style="list-style-type: none"> (a) each Wednesday during the Promotional Period to announce the winner of the Weekly Prize; and (b) on Monday 17 December 2018 to announce the winners of the Grand Prize.
Unclaimed Prizes:	<p>In the event a winner is disqualified or unwilling or unable to accept a prize (Unclaimed Prize), the Promoter may, at its discretion:</p> <ul style="list-style-type: none"> (a) award that Unclaimed Prize to the Entry judged the next best Entry; (b) conduct a further judging to award the Unclaimed Prize to an alternate winner; or (c) withdraw the Unclaimed Prize unawarded. <p>The Promoter is under no obligation to award or attempt to redeliver any Unclaimed Prize.</p>

1. This Promotion is conducted by the Promoter.
2. This Promotion is a game of skill. Chance plays no part in the selection of winners.
3. The entrant acknowledges that they have read these Terms (which include the accompanying Schedule) and that entry into the Promotion is deemed to be acceptance of these Terms. Any capitalised terms used in these Terms have the meaning given in the Schedule, unless stated otherwise.
4. The Promotion commences on the Start Date and ends on the End Date. Records of the Promoter and its agencies are final and conclusive as to the time of entry.
5. No entry fee is required to enter the Promotion.
6. The Promoter may engage an agent to manage the Promotion, contact the winners and distribute prizes.

Promotion Entries

7. Entries made in accordance with the Entry Method from Eligible Entrants will be accepted for judging during the Promotional Period and for the Grand Prizes, subject to the compliance of Eligible Entrants and each Entry with these Terms.
9. Incomplete, indecipherable, inaudible, unviewable, incorrect and illegible Entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries that include adhesive products other than Loctite Kintsuglue will be disqualified from eligibility. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all Entries submitted by that individual invalid.
10. Entries must comply with Facebook's Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>), Instagram's Terms of Use, (<http://instagram.com/legal/terms/>) and YouTube's Terms of Service (<https://www.youtube.com/t/terms>), as applicable to the location where the Entry is posted. The entrant releases Facebook, Instagram or YouTube and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or YouTube. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook, Instagram or YouTube.
11. All material submitted in conjunction with an Entry (e.g. photos, images, drawings, comments, sound/video recordings and answers to a promotional question) must NOT:
 - (a) breach any laws, regulations and rights, including any laws regarding intellectual property (copyright, trade marks, etc.), defamation and privacy;
 - (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, or objectionable material, nor discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender; or
 - (c) contain viruses or other malware.

The Promoter reserves the right to remove, decline to publish, or demand the removal of any Entry or portion of an Entry for any reason whatsoever from any website or publicly available media source, including in response to a breach of these Terms. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this clause 11.

12. Each Entrant warrants that:
- (a) their Entry will not infringe any copyright, trade mark or other intellectual property right of any third party (including moral rights), and that the entrant has the right to use all materials in any Entry;
 - (b) their Entry complies with any privacy and/or confidentiality obligations that may apply;
 - (c) their Entry is wholly their original work, or that they have obtained full prior consent from any third party who has jointly created or has any rights in the Entry for its submission in accordance with these Terms;
 - (d) they own or have the right to license the copyright in any Entry submitted by them;
 - (e) no rights have been granted to any third party in respect of any such Entry which would prevent the Entry being used as contemplated by this Promotion; and
 - (f) the use by the Promoter of any such Entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation).

Entrants indemnify the Promoter for any breach of these Terms, including this clause 12.

13. The Promoter reserves the right to disqualify Entries for non-compliance with these Terms. Any decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
14. All entrants grant the Promoter and its affiliates an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable license that provides the right to use, reproduce, modify, adapt, publish and display their Entry (including any portion of their Entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes in any media, without compensation, restriction on use, or attribution or liability. Entrants further agree, upon request by the Promoter, to assign their title (including copyright) to their Entry to the Promoter and to sign any documentation to confirm such assignment. Entrants consent to any use of their Entry that may otherwise infringe their moral rights.

Selection of Prize Winners

15. Judging:
- (a) The winners will be determined by representatives of the Promoter. Each Entry will be judged in accordance with the Winner Selection Criteria.
 - (b) In addition to the selecting the winning Entries in accordance with the Prize Details, the judges may select additional reserve Entries which they determine to be the next best, and record them in order, in case of an invalid Entry or ineligible entrant, or an Unclaimed Prize.
 - (c) The Promoter's decision is final and no correspondence will be entered into.
16. Prizes will be awarded to the Eligible Entrant only. Any Entry that is made on behalf of an entrant by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

Winners

17. Winners will be selected and notified in accordance with the Winner Notification. All reasonable attempts will be made to contact each winner, but the Promoter accepts no responsibility if the winner cannot be contacted.
18. The Promoter reserves the right, at any time, to validate the authenticity of each Entry and entrant's details, including a proof of:
- (a) the purchase of the Qualifying Product from a Bunnings Warehouse; and
 - (b) the entrant's identity, age and place of residence.
- In the event a winner is unable to provide suitable proof as required by the Promoter to validate their Entry, that winner will forfeit the prize in whole and no substitute will be offered.
19. Prizes will be delivered to qualified winners within 28 days after judging. If any winner is unable or unwilling to accept their prize or does not accept or claim a prize by the time specified by the Promoter, they forfeit the prize and that prize will be

deemed an Unclaimed Prize. The Promoter may then deal with the Unclaimed Prize in accordance with the Unclaimed Prize procedures.

20. The prizes are provided by the Prize Issuers. The redemption of the prizes by each winner is subject to the respective terms and conditions set out by the Prize Issuers in connection with their prizes (**Prize Terms**). The Promoter accepts no responsibility or liability for any delay or failure relating to the redemption of any prize or failure by the Prize Issuer to meet any of its obligations under the Prize Terms or otherwise. The Promoter is not responsible for the replacement or reimbursement of a lost, stolen or damaged prize.
21. If a prize (or portion of a prize) is unavailable, the Promoter reserves the right to substitute the prize (or that portion of the prize) with a prize of equal or greater value and/or specification.
22. The Promoter may require, as a condition of issuing a prize, that the winner sign a legal release as determined by the Promoter in its absolute discretion.
23. Winners will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed, and acknowledge that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

General

24. If for any reason the conduct or operation of the Promotion or provision of the prizes is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer malware or technical failures, insolvency of prize providers or otherwise), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion.
25. To the full extent permitted by law, the Promoter, its related companies and agencies and all those entities' employees ("Relevant Parties") exclude all liability for any loss (including, without limitation, indirect, special or consequential losses such as loss of opportunity, loss of reputation or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from the negligence or wilful misconduct of a Relevant Party) by an entrant in connection with this Promotion, or from the entrant's accepting or using any prize. Nothing in these Terms restricts, excludes or modifies an entrant's rights under any applicable law including the Competition and Consumer Act 2010 (Cth)
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice regarding the tax implications of a prize or acceptance of a prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Privacy

28. The Promoter collects personal information about entrants to enable it to operate this Promotion and send marketing communications about its brands, products and/or services. The Promoter may also use the personal information provided by entrants to provide prizes, for customer care and research purposes, and for other purposes as described in its Management of Personal Information Policy ("Privacy Policy"). If the personal information in an Entry is not collected, entrants may not be able to submit a valid Entry and may not be able to receive communications about the Promoter's brands, products and services that may be of interest to the entrant. The Promoter may disclose the entrants' personal information to its family of companies, vendors or service providers. While those companies may be based overseas, the Promoter requires them to comply with Australian privacy laws that apply to personal information. The Promoter's Privacy Policy, located at <http://www.henkel.com.au/blob/665136/6ceb88667c466e02a170c72fc984b3d9/data/management-of-personal-information-policy-australia-pdf-data.pdf>, contains information about:
 - How you may access the personal information held by the Promoter and seek correction of such information, and
 - How a person may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint.

The Promoter may be contacted via its contact form, or through other contact details, available at:
<https://www.henkel.com.au/contact-us>

CONDENSED TERMS AND CONDITIONS

Restrictions apply. See www.loctite-consumer.com.au/hackbykintsuglue for full terms and conditions. Entry closes 09/12/2018.