

## **SCHEDULE OF DETAILS**

### **Promotion**

The trade promotion described in this Schedule.

### **Promotion Name**

Review to Win

### **Game Type**

This promotion is a game of chance. Entrants are required to follow the Entry Procedure below.

### **Promoter**

Dawson's Australia (ABN: 31 054 290 149)

### **Relevant State(s)**

Open to all Australian states and territories where Dawson's Australia operates.

### **Promotion Period**

The Promotion starts at 01/06/23. The Promotion closes on 31/08/23.

### **Eligible Persons**

An individual is an Eligible Person if they are a Dawson's Australia Customer and have recently had a service within the promotion period. Have a valid google account. It is the entrants responsibility to ensure that they have ongoing access to the account.

### **Entry Procedure**

During the Promotion Period, Entrants must:

Visit their local Dawson's Australia Google my business account and leave a relating wit their recent pest service. Both positive, neutral and negative reviews will be eligible. All reviews provided must be true and a reflection of the reviewer's view and experience with the product. Each product review submitted will provide the entrant with one (1) entry.

Entrants are encouraged to include the branch name and technician in the review. Dawson's rewards technicians who provide great service and receive a 5-star review.

Valid entries will go into the random prize draw. If a review is published but removed prior to the draw date for that month, the associated entry will no longer be valid for draw.

**Verification Requirements**

Winners will be contacted via their local branch to confirm their details. If your Google Account name is different to your Dawson's booking name, please ensure this name is included in your Google Review.

**Total Number of Entries for Promotion**

Each customer will receive one (1) opportunity to enter the draw. It is up to the customer to write a Google review and enter the draw. Once a review is submitted it will be automatically entered into the draw.

**Maximum Number of Entries per Entrant**

One (1) entry for each Dawson's pest control service

**Social Networking Site (if any)**

Not Applicable.

**Draw Details (if a game of chance)**

There will be monthly winners drawn at random, all entrants have an equal chance. Each review is given a unique number and all numbers will be entered into a random number generator to choose the winners at random.

Winners will be notified by phone or email by their local branch manager AND featured on the dawsonspet.com.au Review to Win page.

Location: 175 Fairbairn Road, Sunshine West VIC 3020

**Prize Details**

Each month, 1 (one) winner chosen at random will receive a \$100 gift voucher.

3 x \$100 gift vouchers will be given in total across the duration of the campaign.

**Prize Restrictions (if any)**

Awarding of prizes is limited as follows:

1 winner who leaves a Google review in June will be announced in July.

1 winner who leaves a Google review in July will be announced August.

1 winner who leaves a Google review in August will be announced September.

**Total Prize Pool**

The total prize pool is valued at \$300 inc GST and does not apply to the issuing of Gift Cards

### **Notification of Winners**

Winners will be notified by phone or email by the Dawson's branch manager AND featured on the dawsonsppest.com.au Review to Win page.

### **Publication Dates**

Winners will be published on www.dawsonsppest.com.au as per the below schedule

1 winner who leaves a Google review in June will be announced in July.

1 winner who leaves a Google review in July will be announced August.

1 winner who leaves a Google review in August will be announced September.

### **Prize Claim Date**

Prize / (gift card) will be emailed to the respective winners on the day their email address is provided to their branch managers. The prize (gift card) will be activated automatically.

### **Claim Instructions**

Winners will be sent their prizes to the email address. It is up to the entrant to ensure they provide a valid email address in the prize confirmation.

### **Unclaimed Prize Arrangements**

There are no arrangements for unclaimed prizes. Prizes will be emailed within a week of the relevant draw date. It is the entrant's responsibility to ensure they have provided a valid email address at the time of the prize confirmation.

Winners will be published on www.dawsonsppest.com.au

### **TERMS AND CONDITIONS OF ENTRY**

These Terms and Conditions incorporate and must be read together with the Schedule for the Promotion. The Schedule prevails to the extent of any inconsistencies with these Terms and Conditions. Entry into this Promotion constitutes acceptance of these Terms and Conditions. The Promoter is Dawson's Australia (ABN: 31 054 290 149) of 175 Fairbairn Road, Sunshine West VIC 3020.

Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise. Unless the contrary intention appears, a reference in these terms to the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency or entity.

### **ELIGIBILITY TO ENTER**

Entry to the Promotion is open to customers that have had a Dawson's Australia pest control service between 1<sup>st</sup> June to 31<sup>st</sup> August 2023. Entrants must be over 18 years of age.

## **ENTRY**

The Promotion will be conducted during the Promotion Period. To enter the Promotion, entrants must complete a Google review on their local Dawson's Australia Google My Business account. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. All valid entries received during the Promotion Period will be entered in the Promotion, and the prize draw.

Once submitted, the entrant cannot alter or delete their entry. Entrants can only enter the Promotion once. Entries must be received by the Promoter during the Promotion Period. As the Promotion involves entry via a local Dawson's Australia Google My Business account, the cost of accessing this website will be dependent upon the Entrant's individual Internet Service Provider.

## **ENTRY CONTENT AND VALIDITY**

Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. Incomplete and illegible entries will be deemed invalid. Entries that breach these Terms and Conditions or any other content guidelines notified by the Promoter during the Promotion Period will also be deemed invalid. Entries submitted by persons who are not Eligible Persons will be deemed invalid. The Promoter will not assess each entry however, winning entries will be scrutinised. If an entry is invalid or if an entrant is unable or refuses to take part in any element of this

Promotion, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion. If for any reason, the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these Terms and Conditions or that their entry is otherwise invalid, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize. Entries must be in reference to the entrant's specific experience. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's date and location of pest control service. If an entry cannot be verified to the Promoter's reasonable satisfaction, the entry will be deemed invalid.

## **CONSENTS AND PERMISSIONS**

An entrant's entry must not include:

(a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

(b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise

objectionable or inappropriate (including but not limited to, any content involving nudity, malice, excessive violence or swearing); and

(c) consent to the Promoter using and publishing (and authorising others to use and publish) their name, character, likeness, image, voice or anything else that identifies them for the purposes of any promotion or matter incidental to the Promotion, including future similar promotions, and at any time during or after the Promotional Period and via any means (including but not limited to, any national print media, the Promoter's website and any other promotional material);

(b) assign (and, if necessary, will in the future assign) all intellectual property rights (including copyright) in their Entry Materials in relation to all media (including but not limited to, the internet) and whether in existence now or created in the future;

(c) unconditionally and irrevocably:

(i) consent to any act or omission that would otherwise infringe any of their moral rights in the Entry Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given;

(ii) waive all moral rights that arise outside Australia; and

(iii) agree not to institute, maintain or support any claim or proceeding for infringement of their moral rights in the Entry Materials;

(d) warrant to the Promoter that their entry is the original independent creation of the entrant and free from any claims, including copyright or trademark claims, by other persons. If the Promotion involves the publication of Entry Materials on a website, the Promoter accepts no responsibility or liability where an entrant's photos, images or other Entry Materials are downloaded from the website by any persons, and for any matters after such download. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of an entrant's entry.

## **DETERMINING AND NOTIFYING WINNERS**

The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.

Winners will be notified as specified in the Schedule and their name and State or Territory of residence will be published in accordance with the Schedule.

## **PRIZES - GENERAL**

The Promoter may, at its discretion, require any person taking, accepting or participating in any prize to be 18 years or over, or if a person is under the age of 18, require that the person be accompanied by a parent or legal guardian while taking the prize. The prize must be taken as offered and cannot be varied unless authorised by the Promoter. The prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoter accepts no responsibility for any variation in prize value. Prizes are not transferable, exchangeable or redeemable for cash. Prizes cannot be sold to a third party including, online auctions and private sales. Unused portions of prizes will be forfeited and no compensation will be paid in lieu of that element of the prize. Subject to the approval process required by any relevant gaming or lotteries authority, in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia, the Promoter reserves the right to substitute a different prize item of equal or greater value, subject to any written directions from any relevant regulatory, judicial or government authority.

Where prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable. Without limiting the above terms and conditions, the Promoter may at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details). Except to the extent required by any law, including the Australian Consumer Law, the Promoter and its associated companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize or the failure of any prize to be of acceptable quality.

These Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010 (Cth) where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.

## **PRIZES**

The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule. If the prize includes Gift Cards are treated like cash. Lost or stolen cards will not be replaced or refunded. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire two years from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable.

## **CLAIMING PRIZES**

Prizes must be claimed by the Prize Claim Date in accordance with any Claim Instructions set out in the Schedule. If a prize is not accepted by, or failing all reasonable efforts by the Promoter, is not delivered to the prize winner, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified

in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State or Territory of residence published in accordance with the Unclaimed Prize Arrangements, subject to any directions given by any relevant authority.

### **CANCELATION OF COMPETITION**

If, for any reason, the Promotion or any of the prizes are not capable of being run or offered as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Promotion. The Promoter may also cancel, suspend or modify the Promotion if the determination of the prize winner or the delivery of the prize is prevented or hindered by any external event beyond the control of the Promoter, including but not limited to, vandalism, power failure, tempest, natural disaster, acts of God, civil unrest, strikes or other industrial action subject to the approval of all relevant State and Territory Lottery Departments. If the Promotion is not capable of being run as planned, for reasons outlined above, the Promoter

will not be liable for any loss or damage of any kind to entrants arising out of any resultant action taken by the Promoter.

### **PRIVACY AND INFORMATION**

The Promoter may collect the following personal information provided by entrants when entering or participating in this Promotion (including without limitation in their Entry Materials, transactional information, when you received your pest control service, how you paid, address, phone number, name, information obtained from any Promotion partners, information you provide when submitting any questions or queries regarding the (Promotion) or by entrants doing anything in connection with this Promotion. The Promoter may use your personal information to conduct the Promotion, to ask you questions, to contact you about any matter in connection with the Dawson's business or the Promotion, to contact entrants if they are winners, to conduct research and marketing activities (including to inform entrants about special offers, marketing, events, promotions, product launches and other special events and discounts from the Promoter such as the Home Protection Subscription Plans or new products or promotions and to become part of databases maintained by the Promoter or associated entities), to conduct market research (including to improve and help Promoter better tailor its product and service offering, including developing new products, services, promotional offers and shopping opportunities) and to conduct market research and other forms of analysis, unless the entrant opted out of participating in such activities in the section provided on the entry form, and otherwise in accordance with the Promoter's Privacy Policy. If you provide your email address or mobile phone number you consent to the Promoter using your email address to email you and/or your mobile telephone number to SMS you for any of the

purposes listed above Entrants can advise the Promoter at any time if they no longer wish to participate in any such research and marketing activities. Otherwise, their consent will remain current until specifically withdrawn. The Promoter may disclose entrants' personal information for the above purposes to other companies associated with this Promotion, related bodies corporate of the Promoter, the Promoter's information technology providers and database service providers and other entities which provide research and marketing services to the Promoter.

Promoter may engage other persons or organisations (for example, Promoter suppliers, prize donators, competition and promotion agencies, data mail houses, data processing organisations, marketing researchers, specialist call centres and service providers) to assist Promoter in carrying out the above purposes. Some of these organisations may be located overseas. Your personal information may be disclosed to such persons or organisations for these purposes and, in providing a service, they may contact you directly. In some circumstances, they may disclose personal information they collected from you to Promoter or one or more of the purposes already mentioned. Promoter will hold and use all personal information it collects from third parties about you for the purposes described in this notice.

Dawson's Australia may also disclose your personal information as required by law. If entrants do not provide the personal information requested by the Promoter, they may not participate in the Promotion (except where the provision of that information is optional). Winners' names will be published and retained as required under relevant legislation. An entrant may, at any time, request to access, update or correct any information, or to have their details removed from the Promoter's database(s) and such request will be considered in accordance with the requirements of the Privacy Act. Such requests should be directed to the Promoter at its address set out in item 2. The Promoter's Privacy Policy can be viewed at <http://www.dawsonsppest.com.au>

### **INDEMNITY AND LIABILITY**

Unless required by any law, including the Australian Consumer Law, the Promoter, its related bodies corporate and their respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of entrant details, prize draw and determination of the winner(s)), promotion of this Promotion, use or acceptance of the prize or the prize itself, except for any liability

which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).

If requested by the Promoter, any entrant or winner (and their companion(s), if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the



Promoter) in favour of all parties involved in this competition and/or providing the prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the prize or the prize itself. If any entrant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant entrant's or winner's entry or

claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed and the Promoter has a right to re-draw the prize in accordance with the Unclaimed Prize Arrangements in the Schedule.

Without limiting the previous paragraphs, the Promoter, its related bodies corporate, its agents and its associated entities will not be liable for any damage to or delay in transit of prizes.

If other entities are conducting the promotion in conjunction with the Promoter, the Promoter is not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize draw, the prize, determination of the winner and promoting the Promotion.

## **GENERAL TERMS AND CONDITIONS**

The Promoter reserves the right in its sole discretion to verify the validity of entries and to disqualify any entrant (or voter if applicable) who tampers with the entry (or voting process), or who submits an entry which is not in accordance with these Terms and Conditions, or who the Promoter has reason to believe has breached any of these Terms and Conditions, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Promoter accepts no responsibility for any tax implications that may arise from acceptance of the prize winnings. Entrants should seek independent financial advice prior to entering the Promotion.

The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or cease to provide any prize to a winner if the entrant or winner or any companion(s) are, in the reasonable opinion of the Promoter, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.

The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.

No responsibility will be taken for unsuitable, lost, deleted, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

Entries which are to be published on a website will be subject to a moderation process before being visible on the website.

The Promoter may require the winner(s) to provide identification as requested by the Promoter including but not limited to, proof of identity, age, residency, employment, supply to the Promoter or engagement by the Promoter. identification considered suitable for verification is at the Promoter's reasonable discretion.

Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk.