CRIMSAFE HOME CRIMPROVEMENT GIVEAWAY

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

Eligibility to Enter

- 2. Entry is only open to Australian residents aged 18 years or over who own and reside in their own property. Individuals who rent/lease their property or reside in a home that they do not own or that they are unable to make upgrades to are ineligible to participate. For clarity, homes (including houses, townhouses, and units) that require approval from strata or body corporate committees are also deemed ineligible.
- 3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 4. To be eligible to enter, Individuals must:
 - a) be willing to undertake a home security assessment of the property that they reside in; and
 - b) if deemed a winner, have security products permanently fixed and/or installed on the exterior and/or interior of their property (at the discretion of the Promoter).
- 5. Individuals who meet the above entry conditions from 2 4 will be deemed as "Eligible Entrants" and eligible to enter the promotion.

Promotional Period

6. Promotion opens at 09:00am AEDST on Friday 01 March 2024 and final entries close at 10:00pm AEDST on Sunday 31 March 2024 ("**Promotional Period**").

How to Enter

- 7. To enter, Eligible Entrants must complete the following steps during the Promotional Period:
 - a) Complete the Crimsafe Secure Score tool on https://securescore.crimsafe.com.au/;
 - b) Input the requested details accurately within the Secure Score assessment to completion;
 - c) Agree to the Terms and Conditions and the Promoter's Privacy Policy; and
 - d) Submit the fully completed online entry form that includes the following details:
 - First Name
 - Surname
 - Email Address
 - Home Address

- Postcode
- Phone Number
- Provide a response in 25 words or less to "Why could you and your family use a Crimsafe Home Crimprovement upgrade?
- 8. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on creative merit to determine the most genuine, passionate, and worthiest as determined by the judges. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters.
- 9. Incomprehensible and incomplete entries will be deemed invalid.
- 10. Only one (1) entry is permitted per person during the Promotional Period.
- 11. An entry that is made on behalf of an Eligible Entrant by a third party will be deemed invalid.
- 12. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

Content

- 13. Eligible Entrants warrant to the Promoter the entry submitted is an original work of the Eligible Entrant that does not infringe the rights of any third parties.
- 14. Eligible Entrants must not submit an entry that could be considered offensive, insensitive, defamatory, or racist. Entries must not include swearing, inappropriate behaviour or language, MA or R rated images, vision, or audio. Any entry which the judges, at their discretion, deem inappropriate, incomprehensible, and incomplete will be deemed invalid.
- 15. Eligible Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and

(f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Eligible Entrant agrees to indemnify the Promoter for any breach of the above terms.

16. As a condition of entering this promotion, each Eligible Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

Prize Judging

- 17. There will be one (1) prize winner judged from all entries received throughout the Promotional Period who will be selected by a judging panel at Crimsafe, Warehouse C/14 Dixon St, Yatala QLD 4207 commencing on Tuesday 2nd April 2024 at 10:30 AEDST.
- 18. The Promoter reserves the right to judge additional reserve entries (and record them in order), in the event that an invalid entry is judged, or an entrant judged is ineligible, each a "**Reserve Entry**".
- 19. The winner will be the Eligible Entrant who, in the sole opinion of the judges, has submitted the most genuine, passionate and worthiest entry ("**Prize Winner**").
- 20. The Prize Winner will be notified in writing and/or via a phone call within two (2) business days of the prize judging by the Promoter. The Prize Winner's details will be published on the Crimsafe website www.crimsafe.com.au/win-home-crimprovement from **Monday O8 April, 2024** subject to validation.
- 21. It is the responsibility of the Eligible Entrants to check if they have been contacted as a Prize Winner. The Prize Winner is to contact the Promoter at the email address provided with acceptance of the prize. In the event this process does not result in the prize being awarded, an unclaimed prize will be awarded to the first Reserve Entry, at the discretion of the Promoter.
- 22. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age, and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Error and omissions will 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 23. If the original Prize Winner has not been able to be contacted by O9:OO AEST on Friday, 19th April 2024 and has not contacted the Promoter to claim their prize by this time, the initial Prize Winner's prize will be forfeited. There will be a replacement Prize Winner selected from the Reserve Entries and the initial Prize Winner will have no claim. The unclaimed Prize Winner will be notified by phone or in writing and the Reserve Entry Prize Winner's details will be published on the Crimsafe website at www.crimsafe.com.au/win-home-crimprovement from Monday 22nd April, 2024 subject to validation.

Prize Details

- 24. The prize ("Prize") is valued at up to \$5,000 and includes the installation of Crimsafe Regular security screens on up to two (2) doors and/or up to two (2) windows; a Ring Camera SmartSecurity Advanced Bundle (as available on https://shop.crimsafe.com.au); upgrades to locks and installation of miscellaneous security products (i.e. smart switches or locks); as well as the supply of a handyman service to provide home upgrades and/or maintenance. The Promoter reserves the right to modify the prize pending a home security audit of the Prize Winner's residence.
- 25. The Prize Winner must proceed with a home security audit, measure and quote of their property and installation of product within 30 days of being notified of their winning entry, to be eligible for the Prize. In the event a Prize Winner decides not to proceed with the installation of Crimsafe or associated products within thirty (30) days, the entry will be deemed invalid and that Eligible Entrant will forfeit their rights to the Prize and no cash will be awarded in lieu of the Prize.
- 26. If the Prize Winner does not provide proof of meeting the age restriction and other valid entry requirements (including property requirements), the Prize will be forfeited in full, and the Prize Winner will have no further claim.
- 27. Total prize pool value is up to \$5,000. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 28. The Promoters accept no responsibility for change in Prize value between now the ultimate Prize redemption date.
- 29. In acceptance of the Prize, the Prize Winner acknowledges that they may incur ongoing costs associated with the Prize which are the entire responsibility of the Prize Winner.
- 30. It is a condition of accepting the Prize that the Prize Winner must comply with all the conditions of use of the Prize and the Prize supplier's, and Promoter's requirements.
- 31. In the event that for any reason whatsoever a Prize Winner does not take the Prize (or an element of the Prize) by the time stipulated by the Promoter then the Prize (or that element of the Prize) will be forfeited by the Prize Winner.
- 32. The Prize will be awarded to the person named on the winning entry. Should an Eligible Entrant's contact details change during the Promotional Period it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

Rights and Release

33. Eligible Entrants consent to the Promoter using their name, likeness, image, voice and/or their home and final home improvement installation in the event they are a Prize Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

- 34. It is a condition of accepting the Prize that the Prize Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 35. By accepting the Prize, the Prize Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Prize, including but not limited to, being interviewed, and photographed, filmed and/or chaperoned throughout the duration of the Prize/Prize installation, without compensation, restriction on use, attribution or liability. The Prize Winner also agrees to the use of their image or video footage being used, in any media for an unlimited period without remuneration for the purpose of promoting this promotion.
- 36. Personal information about the Prize Winner will be shared with the Promoter and their agents, to the extent necessary for the Promoter to organise the Prize fulfilment or subsequent promotional opportunities.

Other Conditions

- 37. If an Eligible Entrant's entry is selected as a winning entry, validation of the Eligible Entrant's circumstances and the validity of their entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a winner, the Prize Winner will be notified in accordance with these terms and conditions.
- 38. All entries become the property of the Promoter.
- 39. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 40. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the internet service provider used.
- 41. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 Promotion.
- 42. 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 Eligible Entrant; or (f) use of the Prize.

- 43. The Promoter collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and Prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://crimsafe.com.au/privacy-policy/. In addition to any use that may be outlined in the Promoter's Privacy Policy, if the Eligible Entrant 'opts in' at the time of entry, the Promoter may, for an indefinite period use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with the Promoter will not disclose Eligible Entrant's PI to any entity outside of Australia.
- 44. The Promoter is Crimsafe Security Systems Pty Ltd (ABN 27 069 651 878) of Warehouse C/14 Dixon St, Yatala QLD 4207. Telephone: 1800 274 672.