

**“SIGNAGE MAKEOVER” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Kwik Kopy Australia Pty Limited (ABN 27 002 218 822) of Level 9, 50 Berry Street, North Sydney NSW 2060, telephone (02) 9967 5500 (“**Promoter**”).
3. Entry is only open to registered businesses operating in Australia (“**Eligible Business**”). Businesses whose employee/s, manager or owner are also an employee (or a part of their immediate family) of the Promoter or an agency 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 1<sup>st</sup> cousin.
4. Promotion commences on 08/08/2016 and ends at 11:59pm AEST on 13/09/2016 (“**Promotional Period**”).
5. For an Eligible Business to enter, an authorised representative (aged 18 years or over) of an Eligible Business must complete the following steps on behalf of that Eligible Business during the Promotional Period:
  - a) visit [www.kwikkopy.com.au/makeover](http://www.kwikkopy.com.au/makeover) and follow the prompts to the promotion entry page;
  - b) input the requested details, including their full name, the name of the Eligible Business, a valid email address and a contact telephone number;
  - c) provide an original and creative answer to the promotional question “*How would your business benefit from a signage makeover?*” in 25 words or less; and
  - d) submit the fully completed entry form.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one (1) entry permitted per Eligible Business.
8. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses (including any authorised representative employed by that Eligible Business) and reserves the right, in its sole discretion, to disqualify any Eligible Businesses who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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.
9. If there is a dispute as to the identity of an Eligible Business or authorised representative, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business or authorised representative.
10. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality, literary merit and creative merit of the answer provided to the promotional question, as well as the degree to which the Promoter can (in their own opinion) positively influence that Eligible Business by awarding them a prize. The judging will take place at the Promoter's premises on 14/09/2016. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
11. The best three (3) valid entries, as determined by the judges, will each win \$10,000 credit with Kwik Kopy for that Eligible Business to use towards Kwik Kopy signage services. Kwik Kopy signage services include, but are not limited to, services such as car signage, outdoor signage, window and wall decals, light boxes, posters, exhibition displays, pull-up banners, vinyl banners, canvas printing,

and/or safety signs. Not all services are available at all Kwik Kopy Centres. Credit can only be redeemed towards Kwik Kopy signage services at a Kwik Kopy Centre in Australia, and must be used by 14/09/2017.

12. As a condition of accepting the prize, the owner of each winning Eligible Business consents to the Promoter using the Eligible Business' details and imagery of the Eligible Business's new signage created by Kwik Kopy as part of the prize (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.
13. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
14. Total prize pool value is \$30,000. The prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
15. 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 Business or authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
16. Any cost associated with accessing the promotional website is an authorised representative's responsibility and is dependent on the Internet service provider used.
17. 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 States and Territories of Australia ("**Non-Excludable Guarantees**"). 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.
18. 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, Eligible Business or authorised representative; or (f) taking/use of a prize.
19. As a condition of accepting a prize, the owner of each winning Eligible Business must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
20. The Promoter collects personal information from individuals ("**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 <http://www.kwikkopy.com.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning individuals. The Privacy Policy also contains information about how

individuals may opt out, access, update or correct the PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose individual's PI to any entity outside of Australia.