**Lawn Culture Australia**

**Trade Promotion Terms and Conditions**

Welcome to Lawn Culture Australia. These are the terms and conditions for our April 2027 Major Giveaway trade promotion.

## 1 Our agreement

*Who is this agreement between?*

This agreement is between you (the person entering our trade promotion) and the promoter, Lawn Culture Australia Pty Ltd (ACN 675 751 336) trading as Lawn Culture Australia ('we', 'us', 'LCG', 'the promoter').

*How long will this agreement last?*

This agreement will start when it's accepted by you and will continue until the competition has been closed, winners have been drawn and prizes has been claimed and delivered.

Where we say so in this agreement, certain terms will continue to apply once this agreement has been terminated (for example, terms about confidentiality and intellectual property).

*How can changes be made to this agreement?*

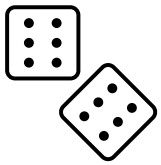
Unless otherwise required by law, we will only change these terms and conditions prior to the commencement of the competition. If we do so, we will provide you with reasonable notice by posting updated terms and conditions and announcing this on our website.

*How can you accept this agreement?*

If this competition is open at the time you apply to become a member with us, then you will be deemed to have accepted these terms and conditions when you accept our membership terms and conditions.

If this competition opens after you've become a member, then you will be deemed to have accepted these terms and conditions 72 hours after we give you notice of the terms by email, if we do not receive an opt-out notice in that time.

If you send us an opt-out notice, you will not be entered into the trade promotion. Please note that opting out of any trade promotion does not entitle you to any discount on membership fees.



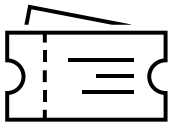
## 2 The competition

*Applicable permit numbers*

This competition is known as April 2027 Major Giveaway and the applicable permit numbers are:

*How long will it last?*

This competition will commence on [2nd of October 2026 at 12.00am AEST] and close at [20th of April 2027 at 12.00pm AEST]



## 3 Entry

*Who can enter?*

You're only eligible to enter the competition if you:

(a) Ordinarily reside in [NSW, QLD, NT, WA, VIC, TAS];

(b) Hold a valid Lawn Culture Australia membership for the duration of the competition period;

(c) Are aged 18 years or older; and

(d) Are not an ineligible person.

An ineligible person is someone associated with Lawn Culture Australia or the promoter and includes directors, managers, employees, retailers, suppliers, associated entities, and agencies related to the competition and any immediate family member of these persons.

Please be aware that only entries that comply with these terms and conditions will be considered valid and eligible to win.

*How to enter*

If this competition is open at the time you apply to become a member with us, then you will be automatically entered into the competition on your membership application being accepted and membership fees being received.

If this competition opens after you've become a member, and you are not currently in breach of the membership terms and conditions, then you will be automatically entered into the competition 72 hours after we give you notice of the terms by email, if we do not receive an opt-out notice in that time, or earlier if you notify us of your acceptance in writing.

*Maximum entry*

You will be entered into the competition as many times as is associated with your membership tier. You may only hold one membership per person at one time.

## 4 Prizes

*Prize details*

There will be 1 winners who will win the below price:

| Place | Prize | Value |
|---|---|---|
| 1 | DeWalt Bundle<br>• DCMPW1000<br>• DCZ241P2<br>• DCMWSP550Z1 | $2547 |

*Substitution*

If a prize (including any part of a prize) becomes unavailable for reasons beyond our control, and we can't agree with you about it in writing, we may substitute a prize (or the relevant part of a prize) with a similar prize of equal or greater value, subject to any contrary direction from a regulatory authority.

*Delivery*

If a prize requires delivery, we will arrange for the delivery of that prize to your nominated address in Australia at no cost additional cost to you.

Prizes will be delivered, paid, or transferred to the winner within 28 days of the draw, unless otherwise agreed in writing with the winner.

Once a prize has been transferred or delivered to you, risk in that prize passes to you.

*Taxes*

The winner of any prize is solely responsible for paying any and all taxes (excluding GST) which may be payable because they have received the prize.

*Prizes that carry risk*

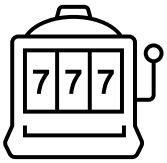
You acknowledge that use of, or participation in the prize carries inherent risk. You acknowledge that use of the prize may be dangerous and if you (and any other person(s) sharing the prize with you) choose to participate in the prize, you do so at your own risk.

Use of the prize may be subject to obtaining medical clearance. The promoter or prize supplier may require the winner to sign an agreement releasing the promoter and/or prize supplier from all liability arising from the winner's use of the prize.

*Third-party providers*

Where a prize is provided by a third-party, that prize is subject to the terms and conditions of [third party supplier].

We're not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with the prize supplied by the prize supplier, or the conduct of the prize supplier.




## 5 Drawing prizes

*When the draw will take place*

The draw will take place via video which will be posted to meta platforms on **21st of April 2027 at 2.00pm**. Each entrant will have an equal and random chance of winning.

*How the prize will be drawn*

The first-place prize will be drawn first.

*Scrutineers*

The prize will be drawn in the presence of the promoter

*Technical issues*

Printing errors and quality control won't be used as a reason to refuse awarding a prize.

## 6 Winner notification

*Notifying the winner*

Winners will be notified via email. They will also be notified within 7 days of the draw in writing by email or SMS to their nominated email address or phone number, and by phone call.

*Publishing results*

Results will be available within 7 days of the draw and will be published on our website located at [www.lawncultureaustralia.com.au] for at least 28 days. Results will also be displayed on [metaplatforms]. Winner details will include first and last name and postcode.

## 7 Redraws and unclaimed prizes

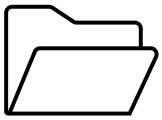
We will make all reasonable efforts to contact and locate the winner. If we can't contact the winner, or the prize otherwise remains unclaimed, we will:

| **Prize is perishable** | **Prize is non-perishable** |
|---|---|
| Sell the prize and the profits will be held on trust for the winner for 3 months after which if the proceeds remain unclaimed, will be redrawn. | Hold the prize for 3 months and then surrender the prize to the Director-General of Licensing if the winner is located in the Northern Territory, or else redraw the prize. |

*Redraw*

Any unclaimed prize draw will be held at Valley Outdoors Singleton on 27th of August 2027 subject to the approval of any necessary regulatory authority.

Winners will be published and notified in the same manner as set out in clause 6 above.



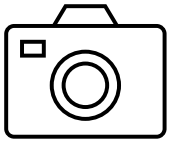
## 8 How we use your personal information

Personal information including your name, address, telephone number, email and nominated bank account details will be collected and used for the purpose of conducting this competition. This may require disclosure to third parties, including local regulatory authorities and our agents or third-party service providers, for the purpose of conducting the competition, or for promotional and marketing purposes.

By entering this competition, you consent to the use of your personal information for the for the purposes described above, and that we may contact you for future marketing.

You can access, change, or update your personal information by emailing us at info@lawncultureaustralia.com.au.

A copy of our privacy policy is available at www.lawncultureaustralia.com.au



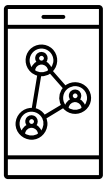
## 9 Publicity

You consent to us using your name, postcode, likeness, image and/or voice in the event that you are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of:

(a) publishing the results of winners as described in these terms and conditions;

(b) promoting this competition (including any outcome); and

(c) promoting any products manufactured, distributed and/or supplied by the promoter or a third-party.



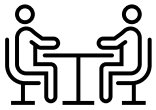
## 10 Online promotion

From time to time, we may make our trade promotion available online (including by promoting or advertising it) and on social media sites such as Facebook, Instagram, and similar platforms.

You understand that, unless we say otherwise, neither us nor the trade promotion is in any way associated with, sponsored by, endorsed or administered by Meta Platforms, Inc. (Meta), its affiliates or any other entity.

You understand that as part of entry into this trade promotion, you're not required to share, repost, tag others, or in any way promote our trade promotion.

You participate in our trade promotions, including those make available online at your own risk. You fully release and hold Meta harmless from liability in relation to this clause.



## 11 What happens if we disagree?

*Dispute resolution*

If we disagree about something that relates to this agreement, we both agree not to go straight to court or a tribunal unless we need urgent relief, like an interlocutory order.

We agree to follow the steps set out in this clause first.

(a) First, the party with the issue needs to tell the other person about the issue in writing so they understand what the problem is. This written notice needs to include the outcome that the person with the issue wants and the action they think the other person needs to take to settle the issue.

(b) Once the other person receives the notice of the issue, both parties agree to do their best to try and resolve the issue together within 20 business days.

If a dispute is declared, any communications between us are confidential and should be treated as 'without prejudice' negotiations for the purpose of evidence law. This means that neither of us can use these communications if we go to court.

*Mediation*

(a) If we can't resolve the issue on our own, we agree to select an independent mediator to help us work through the problem. We have up to 7 business days to select a mediator together.

(b) If we can't agree on a mediator, then we both agree to ask the President of the Law Society in NSW to appoint a mediator for us.

(c) If we have to mediate, we agree to attend virtual mediation wherever possible, otherwise, we agree to go to mediation in New South Wales and split the fees of equally between us.

This clause will continue to apply even if this agreement is terminated.

## 12 General Conditions

These are the general conditions of our competition:

(a) Our decision is final, and no correspondence will be entered into unless otherwise required by law.

(b) We won't be responsible for late, lost, or misdirected entries or other communications.

(c) Entries will be void if they are found to be illegitimate, forged, manipulated or tampered with in any way.

(d) If your details change during the competition, it's your responsibility to update us in writing by emailing us at info@lawncultureaustralia.com.au.

(e) We reserve the right to disqualify any individual who:

i. submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this competition. Our failure to enforce any of our rights does not constitute a waiver of those rights; and

ii. is involved in any way in interfering or tampering with the conduct of this Competition has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.

(f) The winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by us. These terms

and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, we exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:

i. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

ii. any theft, unauthorised access or third party interference;

iii. any entry 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;

iv. any variation in market value to that stated in these terms and conditions; or

v. any tax implications.

(g) Nothing in subclause (f) is contrary your right to be named a winner if you ordinarily reside in Victoria and there is a printing or quality control error that may otherwise have precluded you from being award a prize.

(h) If for any reason beyond our reasonable control this competition can't run as planned, we reserve the right to take any action that may be available, and to cancel, terminate, modify or suspend the competition, unless to do so would be prohibited by law.

(i) We reserve the right to cancel, terminate, modify, or suspend the competition or amend these terms and conditions, subject to any directions from a regulatory authority.