

**“BACKYARD LEGEND DAY” 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. Entry is only open to Australian residents aged 18 years of over. Employees (and their immediate families) of the Promoter, prize suppliers 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 first cousin.
3. The promotion commences at 9am AEST on 19/08/2016 and entries close at 11.59pm AEST on 30/09/2016 (“**Promotional Period**”).
4. To be eligible to enter, individuals must take an original creative static photograph of the person they wish to nominate and create an explanation as to why they are a Backyard Legend.
5. To enter, individuals must, during the Promotional Period, visit the Backyard Legend Day Facebook page at [www.facebook.com/backyardlegendday/](http://www.facebook.com/backyardlegendday/), follow the prompts, and provide all requested information including their own personal details and that of the person they wish to nominate, provide details as to whether the person they nominate is a family member, then they must explain why the person they wish to nominate is a Backyard Legend, and upload the photograph of the person they wish to nominate. By submitting the details and photo of the person they wish to nominate, the entrant warrants they have the consent from the person they wish to nominate to enter them in the promotion. Individuals must ensure that their account is set to public (not private) during the Promotional Period to be eligible to participate.

Each entrant warrants to the Promoter that the Content (as defined in clause 22) and any other materials submitted in their entry is an original creative work of the entrant that does not infringe the rights of any third party. All Content must comply with and is subject to the provisions contained in clause 22.

6. Incomplete or indecipherable entries will be deemed invalid.
7. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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 entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

10. This is a game of skill and chance plays no part in determining the winners. The Promoter will judge all valid entries and determine who they believe are the most deserving of being the Ultimate Backyard Legend, and win a prize. The Promoter reserves right to select reserves and use them to award the prize, if the original winner is deemed ineligible or does not claim their prize in the required time.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The best entry, as determined by the Promoter, will win the following prize for the person nominated in the entry valued at RRP \$2,970:
  - (a) Victa Ultimate Mover (product number MKD488) valued at RRP \$999;
  - (b) Victa 82V Lithium Trimmer including 2Ah battery and charger (product number 1687898) valued at RRP \$499;
  - (c) Victa 82V Lithium Blower including 2Ah battery and charger (product number 1687893) valued at RRP \$449;
  - (d) Victa 82V Lithium Hedger including 2Ah battery and charger valued at RRP \$499;
  - (e) Victa Polo Shirt valued at RRP \$30;
  - (f) Victa Baseball cap valued at RRP \$20;
  - (g) Victa BBQ Apron valued at RRP \$15;
  - (h) Victa Tornado Edger valued at RRP \$459.
13. Subject to the limitation on the number of prizes that can be won by a household, the best entry, as determined by the Promoter, will win the person who entered the best entry the following prize valued at RRP \$813:
  - (a) Victa 82V Lithium Blower including 2Ah battery and charger (product number 1687893) valued at RRP \$449;
  - (b) Victa 82V Trimmer Console Only (excluding battery & charger) valued at RRP \$299;
  - (c) Victa Polo Shirt valued at RRP \$30;
  - (d) Victa Baseball cap valued at RRP \$20;
  - (e) Victa BBQ Apron valued at RRP \$15.
14. Subject to the limitation on the number of prizes that can be won by a household, the next best three entries, as determined by the judges, will each win for the person nominated in the entry the following prize valued at RRP \$1,573:
  - (a) Victa Ultimate Mover (product number MKD488) valued at RRP \$999;
  - (b) Victa 82V Lithium Trimmer including 2Ah battery and charger (product number 1687898) valued at RRP \$499;

- (c) Victa Polo Shirt valued at RRP \$30;
  - (d) Victa Baseball cap valued at RRP \$20;
  - (e) Victa BBQ Apron valued at RRP \$15.
15. Subject to the limitation on the number of prizes that can be won by a household, the next best three entries, as determined by the Promoter, will win the people who entered those entries the following prize valued at RRP \$514:
- (a) Victa 82V Lithium Blower including 2Ah battery and charger (product number 1687893) valued at RRP \$449;
  - (b) Victa Polo Shirt valued at RRP \$30;
  - (c) Victa Baseball cap valued at RRP \$20;
  - (d) Victa BBQ Apron valued at RRP \$15.
16. Each winner will be notified by email or phone using the contact details provided at time of entry.
17. All prize winners must claim their prizes on or before 30/10/2016. If for any reason a winner does not claim their prize (or any part of their prize) by the time stipulated by the Promoter, then the prize (or part of the prize) will be forfeited.
18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize (or part of the prize) to the equal value and/or specification.
19. Limit of one prize per household/family. If an entrant nominates a person as a Backyard Legend and that person is from same family or household as the entrant, and then the person nominated is deemed a winner, then only the person nominated will win the prize, and the entrant who nominated that person will not also win a prize, in which case, the Promoter will determine a reserve entrant to win that prize in place of the original entrant.
20. Total prize pool value is \$10,014.
21. Prizes (including any part of a prize) are not transferable or exchangeable and cannot be taken as cash, unless stipulated otherwise.
22. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to photographs and comments ("**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 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 entrant agrees to indemnify the Promoter for any breach of the above terms.

- 23. As a condition of entering this promotion, each 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.
- 24. Individuals consent to the Promoter using their name, likeness, image and/or voice in the event they are a 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 goods or services manufactured, distributed and/or supplied by the Promoter. Each winner agrees to take part in any reasonable request by the Promoter to appear in promotional or advertising material.
- 25. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 26. Any cost associated with accessing Facebook is the entrant's responsibility and is dependent on the Internet service provider used.
- 27. 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.
- 28. 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 entrant; or (f) taking and/or use of a prize.

29. It is a condition of accepting a prize, that a winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. If the winner is under 18 years of age, then a parent or guardian will need to sign the release on behalf of the winner.
30. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).
31. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
32. 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, prize suppliers and, as required, to Australian regulatory authorities. 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 [www.nichegroup.com.au](http://www.nichegroup.com.au). 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 the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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 entrant's personal information to any entity outside of Australia.
33. The Promoter is The Trustee for Niche Marketing Group Trust  
ABN: 87 147 249 403, Unit 10, 10-12 George St, Leichhardt NSW 2040