



Win a façade re-design consultation with Julian Brenchley including a 3D render.

PROMOTION
TERMS AND CONDITIONS

Competition Details

Promotion Name	Win a façade re-design consultation with Julian Brenchley including a 3D render. (“ Promotion ”)
Promoter	The Promoter is James Hardie Australia Pty Ltd ABN 12 084 635 558 of 60 Castlereagh st Sydney NSW 2000 (“ Promoter ”).
Promotion Type	Game of skill
Promotional Period	The Promotion commences at 9am AEST on Monday 23rd September 2023 and ends at 11.59pm, AEST on 10th November 2023 (“ Promotional Period ”).
Participating Territory	Australia
Entry Restrictions	<p>The Promotion is only open to Australian residents aged 18 years or over who own their own brick home during the Promotional Period (each, an “Eligible Entrant”).</p> <p>Employees (and their Immediate Families) of the Promoter or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter the Promotion:</p> <ul style="list-style-type: none"> • “Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. • “Immediate Family(ies)” means any of the following: spouse, ex-spouse, de-facto spouse, child or step- child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter). <p>The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion. The Promoter may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion.</p>
How To Enter	<p>To enter, Eligible Entrants must undertake the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> 1 Take a front on photo which clearly shows the façade of their dated brick home. Photos of homes which are not made from brick will not be eligible; 2 Upload the photo to the following Promoter website page: https://www.jameshardie.com.au/the-block2023 and 3 Enter their details, as prompted. <p>(together, the Entry Requirements).</p> <p>Once an Eligible Entrant has completed the steps to satisfy the Entry Requirements, they will receive one (1) entry into the Promotion (an Entry).</p>

	<p>The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity 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 deemed 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.</p> <p>Incomplete, indecipherable, or illegible entries may at the Promoter's sole discretion be deemed invalid.</p> <p>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.</p>
Entry Limits	<p>Eligible Entrants may only submit one Entry. If two Entries are received by the Promoter or Administrator, the entry received first in time will be entered into the Promotion and, if found to be a valid entry, the second entry will be disqualified from the Promotion.</p>
Additional Entry Requirements	<p>Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, property, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.</p> <p>The Promoter, its affiliates and agents are not responsible in any way for the content or descriptions included by entrants, nor do they necessarily endorse the content or descriptions. Entries received must be the original work of the entrant. No people should be depicted in any images submitted as entries.</p> <p>Entries received during the Promotional Period may be individually moderated by representatives of the Promoter. The Promoter may reject entries in its discretion if it considers the entries may be illegal, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, indecent, libelous, hateful, obscene, or otherwise injurious to third parties or are otherwise objectionable.</p>
Selection of Winners	<p>Entries can be submitted throughout the Promotional Period. All eligible entries will be displayed to the public at https://www.jameshardie.com.au/the-block2023 and voting buttons will be available. The public shall vote for the entry photo which they consider depicts the brick house which would most benefit from a façade re-design. The Promoter website will show a leaderboard throughout the Promotional Period.</p> <p>Voting will open at 09.00am on October 23rd 2023 and close at 11.59pm on November 10th 2023.</p> <p>The entry with the highest number of votes, based on the above criteria i.e., the brick house that would most benefit from a makeover, will win.</p> <p>The winner will be announced on Monday 13th November on the Promoter's social media channels.</p>
Notification of Winners	<p>The Winner will be contacted by email within 3 business days of their selection as a Winner.</p> <p>If contact cannot be made first time, the Winner will be contacted one (1) further time and if they have not responded to Promoter within 7 days of the second attempt, or in the event an invalid entry or ineligible entrant is selected as a Winner, the next winner will be selected from the Reserve Entries.</p> <p>Reserve Entries will be contacted in the same manner as described above.</p>
Announcement of Winner / Publication Details	<p>The Winner will have their first name, and State or Territory of residence and photo of house published on the Promoter's website (https://www.jameshardie.com.au/the-block2023) within 10 days of the end of the Promotional Period.</p>

<p>Claiming Prizes</p>	<p>The Winner is required to book in a consultation date with Julian Brenchley within 14 days of winner notification in order to claim their Prize. The booking process will be facilitated by the Promoter.</p>
<p>Prize</p>	<p>The Winner will win an onsite design consultation with Julian Brenchley and the following content (the "Prize Materials"):</p> <ul style="list-style-type: none"> • a professional 3Ddigital render of a re-designed façade of the winning house produced by architect Julian Brenchley and using James Hardie Architectural Collection cladding; • A photoshoot of the Winner with architect Julian Brenchley and the winning home, with up to ten photos to be produced and provided to the Winner; • A before and after side-by-side of the original winning house as compared against the Render which will feature in the James Hardie Home Guide alongside an interview with the Winner; and • Moodboard – A digital file that will contain a curated collection of images, materials, colour palettes, text, and other elements that are arranged to create a visual presentation of the style by architect, Julian Brenchley. <p>The Prize is valued at a total RRP of \$5,000K ("Prize"). The total value of the Prize is \$5000. The value of the Prize is based on the recommended retail price of the Prizes in Australian dollars as at the date of these Terms and Conditions and the Promoter takes no responsibility for any change in value.</p> <p>The Promoter will cover all transport costs for Julian Brenchley to conduct the consultation in person at the Winner's home.</p> <p>The Prize does not include:</p> <ul style="list-style-type: none"> • the cost of any building and construction work; • any re-design or further work undertaken by Julian Brenchley; • the production of full architect plans; or • any aspect of interior detail – if any further design consultation is required, the Winner shall liaise directly with Julian Brenchley and fund further work directly. <p>The Prize is subject to third party terms and conditions including the standard terms of business of Brenchley Architects.</p> <p>If for any reason outside the control of the Promoter any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.</p>
<p>Further Information and Verification Requirements</p>	<p>Failure to comply with the eligibility requirements described above may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a Prize.</p>
<p>Testimonial, Media Release and Assignment of Intellectual Property</p>	<p>The Winner shall be contacted by the Promoter in order to arrange the Prize Materials..</p> <p>By entering the Promotion, the Winner agrees to take part in such interviews and photoshoots necessary to produce the Prize Materials. The Prize Materials will be provided to the Promoter which, alongside any entry photo submitted as part of the Promotion, may be published on the Promoter's website, including in the James Hardie Home Guide, as well as on its social media channels or any other media as the Promoter sees fit. The Promoter reserves the right to use paid placed advertising and paid promotion of the Prize Materials for a period of 12 months following the end of the Promotional Period with no consideration or payment becoming due to the Winner.</p> <p>By submitting an entry to the Promotion, the Winner agrees that any intellectual</p>

	<p>property in the Prize Materials or publicity created by or on behalf of the Promoter shall vest in the Promoter. To the extent that anything prevents this, each entrant agrees to the license of rights necessary for the Prize Materials to be used as set out above, including the right for the Promoter to use their image and likeness in association with the publication of the entry photo and Prize Materials. By submitting an entry, each entrant consents to any dealings with the Prize Materials that may otherwise infringe their moral rights in the Prize Materials. The Promoter may copy any Prize Materials, cause the content to be seen and/or heard in public, and communicate the Prize Materials to the public. It may also allow third parties to do these things. The entrant consents to the Promoter using the entrants name and general location (suburb or town) in relation to the Promotion and understand that this may be classified as personal information and that by agreeing to these terms it is consenting to this information being shared.</p> <p>Notwithstanding the above, entrants agree that the Promoter is under no obligation to use any of the Prize Materials in its marketing and promotional materials.</p> <p>For the avoidance of doubt, the Winner accrues no right, title or interest in any intellectual property rights subsisting in the Prize Materials.</p>
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Terms and Conditions

1. By entering in this Promotion, entrants acknowledge that they have read, understood and agree to these Terms and Conditions. The Competition Details form part of these Terms and Conditions.

Entries

2. 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 (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Terms and Conditions.
3. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry may be deemed invalid.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details may be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
5. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
6. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
7. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.

Promoter's Rights

8. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
9. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the

- Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
- b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
10. The Promoter may, acting reasonably and in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
 11. 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. 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.
 12. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
 13. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
 14. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

Prizes

15. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
16. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) 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.

Limitation of Liability

17. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
18. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 tax liability incurred by a winner or entrant; or (f) use of the prize.
19. To the extent permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

Privacy / Marketing

20. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related

bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.

21. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at <https://www.jameshardie.com.au/privacy-policy>. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.
22. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send information about the Promoter's products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.

General

23. The promotion will be published on owned channels such as Facebook, Instagram, Website and Paid media. The Promoter may communicate or advertise this competition using Facebook and / or Instagram or another social media platform. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.
24. The Promoter and each of its related bodies corporate, officers, employees, agents and licensees are not liable to the Winner for any tax implications arising out of the Prize or the Promotion. Winners should obtain independent financial advice on tax implications that may arise as a result of accepting the Prize.
25. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions shall be governed by, and construed in accordance with, the laws of the New South Wales, Australia. All participants consent to the jurisdiction of the courts of the New South Wales, Australia.