Terms & Conditions
Trade Promotions – Game of Chance – Your Order Confirmation could win you an Apple iPad! (Australia-wide Promotion)

KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details	
Promoter	The Promoter is Hymix Australia Pty Ltd ABN 35 000 582 221 of Level 14, 35 Clarence Street, Sydney NSW 2000 ("**Hymix**").
Eligible Entrants	Entry is open to individuals aged 18 years or over who have been granted access to a registered HConnect account on behalf of a Hymix customer and who have downloaded and registered as a user of the Hymix OnSite app in connection with that account. Employees, contractors and their immediate families of the Promoter, any prize drawers and any related entities and any agencies associated with this promotion are ineligible to enter.
How to Enter	To enter, each entrant must have downloaded the Hymix OnSite app (either before or during the Promotional Period) and must, during the Promotional Period: (a) use the Order Confirmation feature on the Hanson OnSite app to confirm an order that is currently pending confirmation up to 90 minutes prior to the scheduled delivery time. By completing the above, entrants will be automatically entered into the draw.
Limits on Entry	Entries which in the reasonable opinion of the Promoter: (a) are received outside the Promotional Period; or (b) do not otherwise comply with these terms, will be invalid and ineligible for any prize.
Promotional Period	The promotion commences at **00.01 AEST** on 01/03/2024 and closes at **23.59 AEST** on 31/03/2024 ("**Promotional Period**").
Draw Dates	There will be one (1) Prize Draw and it will take place at 10.00 AEST on 05/04/2024. The first valid entry randomly drawn will receive a prize. The Promoter will compile the list of entrants for the month, transactions will be numbered and then winners randomly selected.
Prize Details	Total Prize Pool is $909 **excluding** GST. There is one prize to be won. Prize consists of Apple iPad 10.9-inch Wi-Fi 256GB 10th generation. Total RRP value of prize = $909 excluding GST. All prize values are correct as at 1 August 2023 and are in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.
Prize Delivery	Prizes will be delivered to the winner(s) within 28 days of the close of the Promotional Period. The prize will be delivered in Australia only. A Hymix sales manager will deliver the prize to the winner (or if hand delivery is not practicable, the Promoter will arrange delivery via registered post).

Details	
Notification of Winners	Winners will be notified by telephone (via a recorded call from Hymix's Customer Service Centre) and in writing within 7 days of the draw. The names of winners will be published on 05/04/2024 on Hymix's LinkedIn page for a minimum of 28 days.
Second Chance Draw	If any prize is unclaimed or the winner drawn is not an eligible person for the purposes of these Terms and Conditions, a second chance draw will be held on 05/12/2023 at the same time and place as the first draw(s) in order to distribute any unclaimed prizes. Winner will be notified by telephone and in writing within 7 days of the second chance draw. The name of winner will be published on 15/05/2024 on Hymix's LinkedIn page for a minimum of 28 days. If there is no prize winner or the prize winner cannot be located, this information will be published on Hymix's LinkedIn page.

FURTHER DETAILS

1 All ancillary costs incurred as a consequence of receiving the prize are the sole responsibility of the winner.

2 Prizes are not transferable and are not redeemable for cash or other products or services. In particular, prizes may not, without the prior consent of the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person who purchased or otherwise bears that ticket will be refused entry.

3 The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the promotion. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion. Further, the Promoter at its sole discretion may recommence this promotion under the same conditions.

4 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the various authorities.

5 Apple is not a participant in or sponsor of this promotion.

6 This promotion is in no way sponsored, endorsed or administered by or associated with Facebook, LinkedIn or Instagram.

7 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize by the Second Chance Draw date, their entry will be deemed invalid and the Promoter may conduct the Second Chance Draw, subject to relevant regulatory authority instructions.

8 If an entrant's contact details change at any time between the date which they enter the promotion and the Second Chance Draw date, that entrant must notify the Promoter of their correct contact details immediately.

9 The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the

conduct of this promotion, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

10 The Promotor may request an entrant to consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. If requested by the Promoter and agreed by the entrant, the entrant must sign a separate release required by the Promoter to give effect to this arrangement.

11 Entries remain the property of the Promoter. Details from entries including the personal information of the entrant, will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors for the purpose of processing and conducting the promotion), for future research, promotional and marketing purposes, public statements and advertisements surrounding this promotion. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information in any media for future promotional purposes without any further reference or payment to the entrant. 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 on www.hymix.com.au. Entrants may access, change and/or update their personal information by contacting the Promoter on 02 9323 4010 during office hours or contact the Promoter in writing at Level 14, 35 Clarence Street, Sydney NSW 2000.

12 Any dispute relating to this promotion must, prior to a person initiating litigation, be dealt with as follows. The affected person ("**Complainant**") will notify the Promoter of the details of the dispute in writing and within 14 days of receiving this notice, the Complainant and a representative of the Promoter will meet by videoconference to attempt to resolve the dispute. If unresolved within 30 days after that meeting, the dispute will be escalated to a more senior manager not directly involved in the promotion, who will investigate the dispute and meet by videoconference with the Complainant to further attempt to resolve the dispute. If still unresolved within a further 14 days of being escalated, then the senior manager will make a final and binding decision subject to any legal proceedings initiated by the Complainant.

13 These conditions are governed by the laws of New South Wales.