

**Terms and Conditions of Entry**  
**Geostone Concrete Coffee Table Instagram Promotion**

1. Information on how to enter and prize details form part of these Terms and Conditions.
2. This promotion is being conducted by Holcim (Australia) Pty Ltd (ABN 87 099 732 297), registered office Tower B, Level 7, 799 Pacific Highway, Chatswood NSW 2067 (**Holcim**).
3. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Holcim reserves the right to change these Terms and Conditions without notice at any stage during the promotion.

**How to enter**

5. Entry is restricted to persons who are 18 years of age or over and who are permanent residents of Australia.
6. Entries are restricted to one per person.
7. The promotion commences on 23/10/2023 at 5:30pm (AEST time) and closes on 13/11/2023 at 12:00am (AEST time) (**Promotion Period**). Entries received after the Promotion Period will not be eligible to participate.
8. To enter, individuals must
  - a. Follow the @readymix\_au Instagram page
  - b. Tag (@) a friend in the comments
  - c. Send in their best old / heritage Readymix images & In 25 words or less write their best Readymix story.
9. The most creative entry, as selected by Holcim, will be the winner of the prize.
10. Entries that are incomplete, illegible or indecipherable will be deemed invalid.
11. Holcim accepts no responsibility for late, lost or misdirected registrations.
12. Employees of Holcim and its subsidiary companies are ineligible to enter.

**Prize**

13. There is one (1) prize valued at \$400. The winner will receive: 1x Ultimate Ears MEGABOOM 3 Portable Bluetooth Speaker (Seashell Peach), 1x Readymix limited edition Polo Shirt and 1x Readymix cord cap.
14. The prize is not transferable or exchangeable and cannot be taken as cash. Prize values are GST inclusive and are correct at the time of printing. Holcim accepts no responsibility for any variation in prize value.
15. In the event Holcim is unable to supply the prize specified in paragraph 13 for any reason, Holcim, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification.

**Conduct of the prize selection process**

16. The winner will be chosen on 14/11/2023.
17. This promotion is a game of skill. Chance plays no part in determining the winner(s).
18. Holcim's decisions in relation to the promotion are final and no correspondence will be entered into.
19. The winner will be notified by Instagram direct message within two (2) business days of being selected as the winner and will be required to provide their phone number or email address and street address in order for the prize to be delivered.
20. The prize will be delivered to the address provided by the winner via direct message on Instagram.
21. Holcim reserves the right, at any time, to verify the validity of entries and entrants (including the entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process or submits an entry that is not in accordance with these Terms and Conditions. Failure by Holcim to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. If Holcim is unable to contact the prize winner by Instagram within fourteen (14) days of the selection of the winner, or the winner is not able to satisfy these Terms and Conditions, then they will be deemed to have forfeited their entitlement to the prize. The second chance winner will be notified by Instagram direct message within two (2) business days of being selected as the winner. These Terms and Conditions apply to a second chance winner as if there were the original winner.
23. If the 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 Holcim (including, but not limited to, where such an event corrupts or affects the administration security, fairness, integrity or proper conduct of this promotion), Holcim reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend or cancel the promotion, as appropriate.

## Personal information and other information

24. Personal information collected from entrants will be used by Holcim for the purposes of conducting the promotion and to enable delivery of the prize. If the information requested by the Holcim is not provided, the entrant will be unable to redeem the prize.
25. By participating in this promotion entrants consent to receiving marketing and promotional communications from Holcim about Holcim's products. Upon receipt of such marketing or promotional communications individuals can elect to opt out of receiving future such communications [by using the 'unsubscribe' option included in such communications].
26. Holcim may disclose entrants' personal information to third parties including its related companies located in Switzerland, its employees, contractors, agents, prize suppliers and service providers to assist in conducting this promotion and communicating with entrants regarding the promotion and Holcim products.
27. Holcim is bound by the Australian Privacy Principles in the *Privacy Act 1998 (Cth)* and adheres to those Principles. Holcim's Privacy Policy (available at [www.holcim.com.au](http://www.holcim.com.au)) contains information about Holcim's information handling practices including: the countries to which personal information may be disclosed; the entities to whom personal information may be disclosed by Holcim; how individuals can seek access and correction of personal information that Holcim holds about them; how individuals may complain if they believe Holcim has breached the Australian Privacy Principles and how Holcim will respond to that complaint.
28. By providing personal information to Holcim, the entrant consents to the collection, use, disclosure and management of that information as described in Holcim's Privacy Policy and these Terms and Conditions.
29. All entries and copyright subsisting in them become the property of Holcim.
30. The winner of this promotion consents to Holcim using their name and image, without remuneration, for purposes of publicity and promotion and acknowledges that Holcim owns all copyright in all such images.

## Liability

31. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any laws that cannot be excluded, restricted or modified by agreement, such as any consumer rights and statutory consumer guarantees under the Competition and Consumer Act 2010 (Cth) or any similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**).
32. Except for liability that cannot be excluded by law, including the Non-Excludable Guarantees, Holcim (including its officers, employees and agents), excludes all liability for any personal injury, loss, cost, damage or expense, whether direct, indirect or consequential, however arising (including, but not limited to, negligence) in any way arising out of or in connection with the Promotion or any prize.
33. Holcim takes no responsibility for prizes lost or damaged in transit.
34. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. The entrant acknowledges that Instagram is not responsible for anything that may happen to followers as a result of their participation in the promotion. Except for liability that cannot be excluded by law, including the Non-Excludable Guarantees, the entrant releases Instagram from any loss or damage in connection with this promotion.