

'Warm Up This Winter and Father's Day' End User Redemption

1. Information on how to enter the Promotion forms part of these Terms and Conditions. Customers who participate in this promotion agree to these Terms and Conditions.
2. The promotion commences at 8:00 am AEDST on 1st July 2024 and closes at 11.59 pm AEDST on 30th September 2024 ("Promotion Period"). Entries for the promotion will be accepted until 14th October 2024 at 11.59pm.
3. The Promoter is Werner Co Australia Pty Ltd ABN 88 151 127 061, ("Promoter") of Suite 17, Minton House 2-14 Bayswater Rd Potts Point NSW 2011.
4. Employees (and their immediate families) of the promoter, resellers 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 1st cousin.
5. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant and/or its authorised representative. Entrants should direct any request to opt out, access, update or correct information to the Promoter.
6. Participation in the promotion restricted to Australian residents aged 18 years or over who during the promotion period purchase the value of products outlined in clause 8. Offers are strictly available to individual consumers purchasing directly from a Participating Resellers or Weather Guard E-Commerce site. The promotion is not available in conjunction with commercial tenders or bulk orders. Resellers are not eligible to claim on behalf of 3rd party customers.
7. Any one individual may make a maximum of five (5) redemptions during the redemption purchase period.
8. The value of the spend for each redemption being **\$550 or more of Bailey Ladders, Bailey Fall Protection or Weather Guard** products must be on one invoice only. Only one redemption per invoice. RRP's are indicative only and based on best available information at the beginning of the promo period.
 - Spend \$550 or more on **Bailey Ladders** or **Bailey Fall Protection** and receive a **Bailey Hoodie – RRP \$79**.
 - Spend \$550 or more on **Weather Guard** products and receive a **Weather Guard Hoodie – RRP \$79** and a **Weather Guard Fire Pit – RRP \$79**.
 - Spend \$550 or more on **Weather Guard** and **Bailey** products and receive a **Bailey Hoodie – RRP \$79**, **Weather Guard Hoodie – RRP \$79** and a **Weather Guard Fire Pit – RRP \$79**.
9. The Promoter reserves the right to verify the validity of each claim. The Promoter reserves the right to disqualify any person for tampering with the claim process. Further, any contact details provided incorrectly over the Internet or telephone may be deemed by the Promoter as an invalid claim.
10. To be eligible for the Promotion, a customer must, during the Promotion Period,
 - Make a Qualifying Purchase of **\$550 or more of Bailey Ladders, Bailey Fall Protection or Weather Guard** products from a Participating Reseller
 - Click on the QR code or visit either of the Promoter's websites:
 - www.baileyladders.com.au/promotions/redemptions or

- www.weatherguard.com/au/promotions/redemptions and fully complete the online redemption form providing all requested information.
11. To verify each entry entrants must retain the original purchase receipt(s). Proof of purchase is a strict condition / requirement for redemption.
 12. The Promoter may require entrants to provide the original purchase receipt and/or information regarding the circumstances of Product purchases to the Promoter or its agent as part of the entry verification process. Failure to provide these to the Promoter's satisfaction will result in an invalid entry (and, at the Promoter's discretion, in all of the entrant's entries being invalid). The Promoter reserves the right to confirm with the Reseller that the qualifying purchase has not been returned for credit. If the qualifying purchase has been returned for credit the redemption will be deemed invalid
 13. Entries may only be submitted online and in the correct form provided for at the website and will not be accepted by the Promoter in any other form.
 14. Entries must be received by the Promoter for the 'Warm Up This Winter and Father's Day' Promotion by 14th October 2024. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over mobile telephone or internet communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
 15. Multiple entries are permitted to a maximum of five (5) claims per customer, however, claims must be submitted individually through either www.baileyladders.com.au/promotions/redemptions or www.weatherguard.com/au/promotions/redemptions. If an entrant is unable to provide proof of purchase for all entries, then all the entries of that entrant will be deemed invalid. Sharing receipt / invoice numbers is not allowed. If the Promoter reasonably believes that an entry has been made on this basis, the Promoter will invalidate all entries affected.
 16. Delivery may take up to 10 weeks from receipt of entry. This offer cannot be used in conjunction with any other offer.
 17. If any redemption is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification. Winners will not be entitled to any additional compensation in the event that the prize or element of a prize has been substituted at equal or greater value.
 18. Redemption offers or parts of the prize are not transferable or exchangeable and cannot be taken as cash.
 19. 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, weather, site issues, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Businesses and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the

promotion, as appropriate.

20. 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 and in New Zealand that are incapable of being excluded (“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.
21. 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 tax liability incurred by a winning entrant; or (e) use/taking of a prize.
22. The Promoter collects personal information of Entrants in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant and/or its authorised representative. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
23. All promotions are only valid for those residing in Mainland Australia (including Tasmania and other major Australian off shore islands). The Promoter reserves the right to withhold delivery if the stated delivery address falls outside of these locations.