

Terms and Conditions – Yale Crack the Code

Promotion, Promoters and Promotion Period

1. The "Promotion" is the Yale Crack the Code promotion. (ACT TP 22/02473)
2. The Promotion is being run by:
 - (a) ASSA ABLOY Australia Pty Limited ACN 086 451 907 of 235 Huntingdale Road Oakleigh Victoria 3166; and
 - (b) Victorian Cricket Association ABN 28 004 128 812 of CitiPower Centre – Junction Oval, Lakeside Drive, St Kilda VIC, 3182,each of which are "**Promoters**".
3. The Promotion starts at 12am AEST Friday 16th December 2022. Entries close at 12am AEST on Friday 27th January 2023 ("**Promotion Period**").

Eligibility for entry

4. Entry to the Promotion is open to all persons who are:
 - (a) Australian citizens who are resident and located in Australia during the Promotion Period;
 - (b) 6 years of age or older during the Promotion Period (and, in the case of a person who is less than 18 years of age, has the consent of their parent or guardian to enter the Promotion); and
 - (c) not:
 - (i) an employee or contractor of any of the Promoters, the Promoters' related bodies corporate, or the Promoters' agencies involved in this Promotion; or
 - (ii) a member of the immediate family of such employees or contractors ("immediate family" in this context means spouse, defacto spouse, domestic partner, parent, natural or adopted child and sibling (whether natural or adopted by a parent) whether or not they live in the same household as the employee or contractor).("Eligible Entrant").

How to enter

5. To enter the Promotion, an Eligible Entrant must, during the Promotion Period:
 - (a) access the URL unlock.yalelock.com.au ("**Promotion Webpage**");
 - (b) manually enter all of the required details (such as name and contact information), ensuring they are valid; and
 - (c) guess the 4-digit lock code that 'cracks the code' and manually submit that guess in the field designated for guesses ("**Code Guess**").

An entry by an Eligible Entry meeting the criteria outlined above and any other criteria referenced in these terms and conditions is an "**Eligible Entry**".

6. All persons who access the Promotion Webpage and submit an entry or information via that page are deemed to have accepted these terms and conditions.
7. There is no limit to the number of Eligible Entries that an Eligible Entrant can submit, but note the limit on the number of prizes available that is referenced below.

Prize winners

8. In relation to each Eligible Entry:
 - (a) if the relevant Code Guess matches the applicable 4-digit lock code that 'cracks the code' on the Promotion Webpage, that will be a "Correct Code Guess"; and
 - (b) if the relevant Code Guess does not match the applicable 4-digit lock code that 'cracks the code' on the Promotion Webpage, that Code Guess will be an "Incorrect Code Guess".
9. There will be up to 10 prize winners, determined as below:

Code Guess Winners

10. The first 9 Eligible Entrants to achieve a Correct Code Guess will each be a "Code Guess Winner", subject to the other terms and conditions. An Eligible Entrant can be a Code Guess Winner more than once, subject to the total number of Code Guess Winners being capped at nine (whether or not that involves less than nine individual persons, because any of those persons was a Code Guess Winner multiple times). Once that cap is reached, any person who subsequently submits a Correct Code Guess will not be a prize winner (unless via the 'Draw' process referenced below).

Draw Winner

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11. In relation to all entries from Eligible Entrants who:
- (a) submit one (or more than one) Incorrect Code Guess; and
 - (b) who are not a Code Guess Winner,
- a single prize draw will be conducted at midday (EST) Friday 27th January 2023 to select one "Draw Winner". The draw will involve the name and contact details for each Eligible Entrant who has submitted an Incorrect Code Guess and is not a Code Guess Winner being pooled and a single winner drawn from that pool at random by a representative of the Promoters ("**Draw**"). That winner will be the "Draw Winner", subject to the other terms and conditions.

Prize

12. Each of the Code Guess Winners and the single Draw Winner can select, as their prize, a smart lock of their choice from the following list (with the selection being their "**Prize**"):
- a. Yale Assure SL (Satin Chrome or Black); or
 - b. Yale Assure Keyed (Satin Chrome); or
 - c. Yale Unity Entrance Lock; or
 - d. Yale Unity Screen Door Lock.

Notification of prize winners

13. The Code Guess Winners will be notified that they have won by a representative of the Promoters by the phone number supplied or email with their winning Eligible Entry within 72 hours.
14. The Draw Winner will be contacted by a representative of the Promoters by the phone number or email supplied within their entry within 72 hours of the Draw.

Other terms and conditions

15. All persons who submit an entry to the Promotion warrant that they have meet the conditions to be an Eligible Entrant, and agree to provide such information to the Promoters as they may request to validate this.
16. The prizes listed in item 12 are provided in the standard form of the model/lock as listed. Any additional accessories, installation or modifications (etc) sought would need to be purchased separately.
17. The Promoters accept no responsibility for any tax implications that may arise from a Prize. Independent financial advice should be sought. The Promoters are not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained relating to a Prize except for any liability which cannot be excluded by law.
18. A Prize must be taken by the relevant winner as stated and is not transferable to another person or exchangeable for other goods and services and cannot be taken as cash. If the winning entrant cannot travel during the specified time frame of the named event, the Prize will be forfeited.
19. If for any reason a Prize is not available, the Promoters will substitute it for another prize of equal or higher value (in our discretion) subject to any required regulatory approval.
20. In the event that a winning entrant does not accept the position of winner and claim a Prize within 15 days of being contacted by a representative of the Promoters informing them they are a winning entrant, the position of winner and the Prize will be forfeited.
21. By entering the Promotion, the entrant assigns to the Promoters all right, title and interest in all Intellectual Property Rights that the entrant holds both past, present and future of whatsoever nature in and to the entry they have submitted with no rights to any additional compensation, reward or financial entitlement. The entrant's name will be used in several printed and web based publications.
22. Entrants agree to the use of the entry either in whole or in part as well as the entrant's name, and photograph for publicity and promotional purposes, including for television, film, internet, radio and other forms of media as required by the Promoters without entitlement to any additional compensation, reward or financial entitlement. Entrants agree that the Promoters may modify any entry as it sees fit.
23. In these terms and conditions, words in the singular include the plural and vice versa.
24. By entering the Promotion, the entrant warrants that any entry they submit will not be submitted in a manner that, or contain content that, violates any applicable law or regulation, and acknowledges that any non-conforming entry will not be an Eligible Entry.
25. Entrants' personal information ("PI") will be collected so as to enable the Promoters to administer and promote the Promotion, its winner and any entrants. If entrants do not supply the PI they cannot enter the Promotion. The PI of the winner and the entrants may be provided to others assisting, including

media, award suppliers and deliverers. Entrants may contact a representative of the Promoters at info.au@assaabloy.com to request access to any of their collected PI that is still held. If an entrant does not truthfully supply all requested PI, then the Promoters may determine that such entrant is not eligible to win the Prize.

26. Entrants understand that they may be approached to be interviewed by media in relation to the Promotion - in the lead up to, during and/or after the Promotion.
27. If requested by the Promoters, each winner must participate in all Promotion activity (such as publicity and photography) surrounding the winning of any Prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.
28. To the extent permitted by law, the Promoters and their respective employees and agents and related bodies corporate, the suppliers of the prize and their employees and agents and related bodies corporate shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, or arising out of, or in any way connected with this Promotion and/or any Prize.
29. If for any reason this Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, acts of terrorism, or other causes beyond the control of The Promoters which corrupt the administration, security, fairness, integrity or proper conduct of this Promotion, The Promoters reserve the right, in their sole discretion, to disqualify any individual who tampers with the entry process, and, to cancel, terminate, modify or suspend the Promotion.
30. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROMOTION WEBSITE OR THE INFORMATION ON THE PROMOTION WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A BREACH OF THESE TERMS AND CONDITIONS AND MAY BE A VIOLATION OF CRIMINAL OR CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, WHETHER OR NOT SUCCESSFUL, THE PROMOTERS RESERVE THE RIGHT TO SEEK DAMAGES TO THE EXTENT PERMITTED BY LAW.**
31. Any enquiries concerning this Promotion should be directed by email to ASSA ABLOY Marketing Assistant: info.au@assaabloy.com
32. Any dispute connected in any way with the Promotion will be resolved by the Promoters in their absolute discretion. Should there be any conflict between these terms and conditions and other promotional materials supplied by the Promoters these terms and conditions will prevail.
33. For the purposes of item 21, the term **"Intellectual Property Rights"** means any and all intellectual and industrial property rights throughout the world in respect of the entry including all rights conferred under statute, common law or equity in respect of or in connection with:
 - (a) any confidential information;
 - (b) copyright (including future copyright and rights in the nature of or analogous to copyright);
 - (c) performers protection;
 - (d) moral rights;
 - (e) inventions (including patents);
 - (f) trade marks, service marks and the like;
 - (g) designs and software; and
 - (h) any other intellectual property as defined in Article 2 of the World Intellectual Property Convention of July 1967, whether or not existing at the date of submission by the entrant of the entrant's entry to the Promotion and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions including all rights of a copyright owner as at the date of the entrant entering the Promotion and all additional and/or modified rights recognised or created by the Copyright Amendment (Digital Agenda) Act 2000.