



Trukai ‘Win Your Own Kit Home’ Promotion – Terms and Conditions

Schedule

Defined term	Description	
Promotion	Win Your Own Kit Home	
Promoter	Trukai Industries Limited (Company Registration Number 1-2746) of PO Box 2129 Mataram Street, Lae, Morobe, 411, Papua New Guinea.	
Partners	PNG Forest Products Limited (Company Registration Number 1-303)	
Entry Conditions	<p>Entry is open to any person (Entrant) that:</p> <ol style="list-style-type: none"> 1. purchases a Roots 10Kg Rice Bag with an entry form inside*; 2. follows the Entry Procedure for the entry form found inside a Roots 10Kg Rice Bag; 3. is 18 years of age or over at the time of entry; 4. is a resident of PNG; and 5. that is not prohibited from entering as set out below. <p>Note that employees, including full-time, part-time, casual or contractors, (and their immediate families) of the Promoter are ineligible to enter.</p> <p>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 first cousin.</p> <p>*For the avoidance of doubt, the Promoter notes that not all Roots 10KG Rice Bags contain entry forms.</p> <p>There will only be one winner from each of the following regions where the Roots 10Kg Rice Bag is purchased: Southern, Momase, Highlands and the Niugini Islands (each a Region) with a total of 4 winners nationwide.</p>	
Entry Procedure	To enter the Promotion, an Entrant must complete the entry form found in a Roots 10Kg Rice Bag (Entry Form) during the Promotion Period by completing all details required on the Entry Form, including full name, phone number, shop name and shop purchase location and submit the Entry Form by submitting it at the nearest outlet entry box at stores participating in this Promotion in each Region. Further details about participating store locations will be communicated to Entrants in due course.	
Promotion Period	Opens	7 October 2024 at 8:00am (PGT)
	Closes	20 December 2024 at 5:00pm (PGT)
Draw Details	Date	27 December 2024
	Time	12:00pm – 1:00pm (PGT)
	Locations	Further details about participating store locations will be communicated to Entrants in due course.
	Draw Method	Prize Draws will be carried out in person at selected shopping centres at regional main locations in Southern – Port Moresby,

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		<p>Momase – Lae, NGI – Kokopo and Highlands – Mt Hagen.</p> <p>All entries will be placed in a draw barrel and drawn out by a shopping centre representative – this process will be witnessed by a third party (i.e. police officer).</p>
	Draw Process	<p>The first valid entry randomly drawn from all entries received during the Promotion Period for each Region that meets the Entry Conditions and complies with the Terms and Conditions Claim Process and is correctly submitted in accordance with the Entry Procedure below will receive the Prize (Prize Winner). All draws will be witnessed by an independent third party (i.e., police or suitable official).</p> <p>There are four Prizes available, one Prize for each Region only. No bonus prizes will be awarded.</p>
Prize	<p>The Prize consists of the following components:</p> <ul style="list-style-type: none"> • 4 x Kit Homes from PNG Forest Products Limited NiuHomes valued at K155,580 each with a combined total value of K622,320.. Product code: Bumbu Suburban Range High Set 57m2 3 x Bedroom 1 Bathroom (Kit Home). • Plus a fully kitted furniture package per kit home (with each furniture package already fully constructed) each valued at K4,815each with a combined total of K19, 260 courtesy of PNG Forest Products Limited Furniture Products (Furniture Package) <p>Note that there is a cash prize alternative of K50,000 available to each Prize Winner at the Promotor’s sole discretion in place of the Kit Home and the Furniture Package extreme cases where the Promotor’s management team is satisfied that:</p> <ul style="list-style-type: none"> • the Kit Home cannot be freighted to the Prize Winner for example due to extreme weather conditions or if the geographical location of the Prize Winner is too remote or challenging to due geographic or infrastructure conditions; or • the Prize Winner does not have land to construct the Kit Home on or is not in a position to purchase land to construct the Kit Home; or • the Prize Winner is generally unable to construct the Kit Home. <p>If a cash prize is awarded to a Prize Winner in accordance with the above, the Prize Winner forfeits any rights it has, or may have had, to the Kit Home, Furniture Package or to the balance of their respective values. The Prize Winner bears all onus and costs of proving to the Promotor that sufficient grounds exist to allow for the provision of the cash prize alternative component and providing any relevant documentation required by the Promotor associated with this request.</p>	
Prize Conditions	<ul style="list-style-type: none"> • The Prize does not include any land required for the construction of the Kit Home. The Prize Winner is solely responsible for finding and/or providing its own land to build the Kit Home on, including but not limited to all costs associated with any land (including stamp duty and taxes, if applicable) and ensuring the use of the land allows construction of the Kit Home. • The Kit Homes do not come constructed and construction is not included in the Prize. The Prize Winner is solely responsible for construction of the Kit Home, including but not limited to all costs associated with construction and any labour, utilities and utility connections and ensuring that the construction complies with any applicable laws and regulations. 	

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	<ul style="list-style-type: none"> • Subject to these Terms and Conditions, the Kit Home and each fully kitted furniture package will be shipped by the Promotor in containers to a location nominated by each Prize Winner. • The Promotor will bear all reasonable costs for shipping the Kit Home to the nominated location. • The Prize must be taken as stated and cannot be varied. • The Prize (including any unused portion of the Prize) may not be sold, transferred, exchanged, assigned to, or hypothecated in any manner without the prior written consent of the Promotor. Except as set out in these Terms and Conditions, the Prize cannot be redeemed for cash. • The Promotor accepts no responsibility for any variation in the value of a Prize.
Total Prize Pool	The total value of the Prize is approx. K641, 580 as at the date of publishing these Terms and Conditions.
Notification	The Prize Winner will be notified by telephone on the number submitted in the Entry Form one (1) business day after the Draw.
Claim Process	<p>To claim the Prize, the Prize Winner must:</p> <ul style="list-style-type: none"> • have complied with the Entry Conditions; • have complied with the Entry Procedure; • confirm acceptance to the Promotor via phone on +675 300 0000 / +675 7411 2466 during the Prize Claim Period; • have a valid form of identification, being a driver's licence or passport; and • be verified by the Promotor to its complete satisfaction by: <ul style="list-style-type: none"> - the Prize Winner completing and returning a winner verification form to the Promotor by visiting a relevant office of the Promotor as notified to the Prize Winner. The Promotor's representative will help Prize Winner fill out this form; and - presenting to the Promotor a valid form of identification for the Prize Winner, being a driver's licence, passport or other forms of identification as listed on the winner verification form. <p>Where the Prize Winner does not have a valid form of identification, the Promotor may, in its sole discretion, allow the Prize Winner to nominate a third party (who must hold and present a valid form of identification to the Promotor's satisfaction) to witness, vouch for and identify the Prize Winner.</p> <p>If a third party witnesses, vouches for and identifies the Prize Winner in accordance with the above paragraph, the Prize Winner and the third party must each sign a statutory declaration on terms satisfactory to the Promotor with regards to the Prize Winner and that third parties' identification.</p> <p>The Promotor will not compensate a Prize Winner who fails to claim the Prize due to the notification going unanswered or to voicemail or due to the Prize Winner not otherwise being able to be reached via phone.</p>
Prize Claim Period	The Prize must be claimed within thirty (30) days of the closing date of the Promotion Period.
Prize Winner Publication Details	<p>The Prize Winner's last name, initial of first name, and postcode will be published in the local newspapers, Post Courier and The National and the Promoter's social media pages (Facebook and Instagram) on the 3rd of January 2025..</p> <p>The Promotor may take, use and publish any such photographs and/or videos and/or audio of the Prize Winner and the Prize as it deems fit.</p>

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Unclaimed Prizes and forfeiture of Prizes	<p>If the:</p> <ul style="list-style-type: none"> Promotor is unable to contact the Prize Winner within the Prize Claim Period; or Prize Winner does not contact the Promotor and accept the Prize within the Prize Claim Period, <p>then the Prize will be deemed forfeited. No replacement draws will take place.</p> <p>The Promotor reserves the right to forfeit any Prize or refuse to deliver or honour any Prize where:</p> <ul style="list-style-type: none"> a Prize Winner has not complied with these Terms and Conditions or does not satisfy the Entry Conditions, Entry Procedure or comply with the Claim Process; a Prize Winner cannot satisfy the Promotor's verification criteria; it is deemed, in the Promotor's sole discretion, that fraudulent or dishonest actions or misrepresentations resulted in the Prize Winner winning the Prize; and/or these Terms and Conditions, including this Schedule, permit forfeiture. <p>The Prize Winner is not entitled to any form of compensation whatsoever and the Promotor is not liable to the Prize Winner in any way if the Prize is forfeited for any reason.</p>
Promoter's Privacy Policy	https://www.trukai.com.pg/privacy-policy/

Terms and Conditions

1 General

- 1.1 These Terms and Conditions incorporate and must be read together with the Schedule for the Promotion (together, the **Terms and Conditions**). The Schedule prevails to the extent of any inconsistency with these Terms and Conditions of Entry.
- 1.2 Capitalised terms in these Terms and Conditions have the meaning given in the Schedule, unless stated otherwise.
- 1.3 These Terms and Conditions are binding between any person participating in the Promotion (**you**) and the Promoter (**we** or **us**).
- 1.4 The Promotion will be conducted through the Entry Forms. By completing the Entry Form and submitting the required information (**Entry**), you (**Entrant**) confirm that you have read, understood, and agree to these Terms and Conditions and that you meet the Entry Conditions.
- 1.5 The Promoter reserves the right to suspend or cancel the Promotion or change any of these Terms and Conditions in any way it deems fit without prior notice. The Promoter may announce any suspension, cancellation or modification to the Promotion via TV, radio, newspaper, digital platforms and SMS blast and Entrants give their consent to receive notifications about any such suspension, cancellation or modification however the Promotor is not obliged in any way to provide such notification to the Entrant.
- 1.6 The Terms and Conditions are binding between the Entrant and the Promoter. Your Entry into this Promotion is deemed acceptance of the Terms and Conditions. Entry will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries which are not legible, incomprehensible or incomplete are deemed invalid.

- 1.7 The Promoter accepts no responsibility for Entries not received by the Promoter for any reason including late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries whether due to error, omission, alteration, tampering, deletion, destruction or otherwise.

2 Conditions of Entry

- 2.1 To enter the Promotion, Entrants must complete the Entry Form and comply with the Entry Procedure during the Promotion Period.
- 2.2 Entry is open to **permanent** persons who comply with the Entry Conditions.
- 2.3 Entries submitted by any means other than as set out in clauses 2.1 and 2.2 will be invalid and will not be accepted. If an Entrant fails to comply with any of these Terms and Conditions, an Entry submitted may be invalid. If an Entrant does not provide accurate personal information in the Entry, the Promoter may determine such Entry invalid.
- 2.4 The Promoter reserves the right, at any time, to verify the validity of entries and entrants 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 calculated to jeopardise fair and proper conduct of the Promotion. The Promoter reserves its rights to recover damages or other compensation from such a person. Errors and omissions in the Entry Procedure 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.
- 2.5 If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other entrants, including by tampering with the entry process, and to cancel, terminate, modify or suspend the Promotion.

3 Promotion Draw and Prize Claim

- 3.1 The Prize Winner will be selected in accordance with the Draw Details.
- 3.2 This is a game of chance and the winner will be randomly selected by the Promotor.
- 3.3 There will be one Prize Winner drawn for each Region.
- 3.4 The Promoter will make every reasonable effort to contact the Prize Winner using the details provided in the Entry Form and accordance with the Entry Procedure, within one business day after the Draw.
- 3.5 The Prize may only be claimed if in accordance with the Claim Process during the Claim Period.
- 3.6 The Promoter reserves the right to require each Prize Winner to provide proof of identity and proof of age or any other document required. Identification considered suitable for verification is at the Promoter's discretion.
- 3.7 If the Prize is not claimed in accordance with the Claim Process during the Claim Period, and the Promoter has made all reasonable attempts to contact the Prize Winner, the Prize will be forfeited.
- 3.8 The Promotor will not compensate or be liable in any way to any Entrant or any Prize Winner who fails to claim the Prize for any reason whatsoever, including not answering or returning

calls, faulty line connections or reception, undelivered calls due to network issues or phone device issues or undelivered or incorrectly provided contact details.

- 3.9 Unsuccessful Entrants will not be contacted. The Promoter's decision is final and binding and no further correspondence will be entered into.
- 3.10 The Promoter may share the Prize Winner's name and other details with its Partners for the purposes of arranging the supply of the Prize. The Prize Winner agrees to be contacted by the Promoter and/or the Partners for this purpose.
- 3.11 The Prize Winner agrees to be contacted by the Promoter for the purposes of arranging the supply of the Prize and notifying them that they are a Prize Winner.
- 3.12 The Prize Winner's last name, initial of first name, and postcode will be published in accordance with the Prize Winner Publication Details. The Prize Winner agrees to any such publications. The Prize Winner may request that their postcode not be published.
- 3.13 By submitting an Entry Form, Prize Winners permit:
 - a. the Promoter to publish the Prize Winner's details per the above; and
 - b. the Promoter to take photographs and/or videos and/or audio and for the Promoter to use and/or publish those photographs and/or videos and/or audio for advertising purposes after they have been verified as Prize Winners.
- 3.14 The Promoter and its Partner assumes no responsibility for any error, omission, interruption, deletion, defect, failure, malfunction, alteration, delay in delivery, operation or transmission, or other circumstance of any kind, which may affect an Entry or an Entrant's participation in the Promotion. The Promoter reserves the right to verify the validity of any Entrant and Entry.

4 Prize and Prize Conditions

- 4.1 There is a total of four (4) Prizes to be won, as specified in the Schedule. There will be one Prize for each Region. The Total Prize Pool for the Promotion is specified in the Schedule.
- 4.2 The Promoter will contact the Prize Winner to arrange delivery of the Prize.
- 4.3 To redeem the Prize, the Prize Winner must comply with the Claim Process and claim within the Prize Claim Period.
- 4.4 To receive the Prize, the Prize Winner must be available to receive the Prize at the date, time and location agreed. If the Prize Winner is not available, the Promoter may:
 - a. leave Prize at the agreed location at which point the Prize Winner bears sole risk, responsibility and liability for the Prize; or
 - b. deem the Prize forfeited if there is no suitable access or location to leave the Prize.
- 4.5 The Promoter will not be liable to pay any compensation if a Prize Winner is unable to redeem the Prize, or any part of the Prize, due to their own unavailability or due to any lack of access or communication.
- 4.6 The Prize Conditions apply to the Prize.
- 4.7 The Prize may be forfeited for any of the reasons set out in the Schedule or these Terms and Conditions.
- 4.8 The Prize Winner is responsible for finding and obtaining all legal rights to any land used in respect of the Prize, including all costs, taxes and associated ongoing costs and the Promoter will not be liable to provide any assistance to the Prize Winner in this regard.
- 4.9 All other expenses additional or incidental costs associated with receiving and using the Prize are the sole responsibility of the Prize Winner (including land, construction costs, labour, parts,

landscaping, utilities, connections, taxes and any ongoing costs associated with the Prize). Compliance with any laws, regulations and related expenses with respect to the Prize will be the sole responsibility of the Prize Winner.

- 4.10 The Promoter accepts no responsibility for any tax or other financial implications to the Prize Winner that may arise from claiming the Prize. The Prize Winner should obtain independent financial advice in this regard (at their own expense).
- 4.11 All Entrants agree that the promotional images shown in any promotional material are for illustration purposes only and may not be an exact representation of the Kit Home, the Furniture Package on their inclusions.
- 4.12 The Prize Winner agrees to provide any information requested by the Promoter in connection with the Promotion and the Prize and to confirm compliance with the Terms and Conditions.
- 4.13 Every Prize remains the property of the Promoter until such time as each Prize Winner has been verified and has redeemed the Prize in accordance with the Terms and Conditions.

5 General

- 5.1 The conduct of the Promotion and these Terms and Conditions shall be governed by the laws of Papua New Guinea.
- 5.2 To the maximum extent permitted by law, the Promoter and its Partners (and their associated entities, employees, contractors, and agents):
 - a. Disclaim all guarantees, warranties, and representations of any kind (whether express or implied, in writing or not) in respect of the Promotion and the Prize, including the condition and suitability of the Prizes, the conduct of the Promotion and/or the Prize and the claiming and use of the Promotion and/or Prize.
 - b. Exclude all liability (including for negligence) for any loss (including damage, claim, injury, cost, or expense) which is suffered, sustained or incurred by an Entrant arising in any way out of the Promotion or the Prize, whether direct, indirect, special or consequential.
 - c. Will not be responsible for, and excludes all liability in respect of and provides no indemnity for any loss (including claim, injury, cost, or expense), damage or fault arising from or in connection with any of the Prizes, including during transportation, construction or maintenance.
 - d. Will not be responsible for any events beyond their reasonable control, such as unforeseen closures or restrictions due to natural disasters, unexpected weather conditions, COVID-19 or any other pandemic. To the extent an event beyond the reasonable control of the Promoter or its Partners, the Promotion and Prize may be cancelled or modified by the Promoter in its sole discretion.
- 5.3 Any discretion entitled to be exercised by the Promoter in the Terms and Conditions can be exercised at its sole, full discretion and reasons do not have to be provided for the exercise of any such discretion.

6 Privacy

- 6.1 The collection, use and disclosure of personal information provided in connection with the Promotion is governed by the Promoter's Privacy Policy.
- 6.2 We may use your personal information for any purpose which is stated to you at the time of collection or that you otherwise authorise and to:
 - a. store the information in any database controlled by the Promoter.
 - b. verify your identity;

- c. deliver your Prize;
 - d. communicate with you;
 - e. provide you with further information, news, and promotional material;
 - f. carry out marketing, promotional and publicity purposes including direct marketing, market research and surveys; and
 - g. to show you advertising and information that is most relevant to you and your interests.
- 6.3 Your personal information will be made available internally for the above purposes and we may also disclose your personal information to the Partners, trusted third parties or subcontractors, who have agreed to treat your personal information in accordance with this privacy policy, for similar purposes.
- 6.4 We will only use or disclose personal information that you have provided to us, or which we have obtained about you for the above-mentioned purposes, or:
- a. if you have authorised us to do so;
 - b. if necessary for the Promotion and for the Prize;
 - c. if we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for national security in the performance of their functions;
 - d. if we believe that the use or disclosure is reasonably necessary to enforce any legal rights we may have, or is reasonably necessary to protect the rights, property and safety of us, our customers, or others; or
 - e. if we are authorised, required or permitted by law to disclose the information.