



THE EXTERIOR TRANSFORMATION COMPETITION 2026
TERMS AND CONDITIONS

Competition Details

Promotion Name	The Exterior Transformation Competition 2026 (“ Promotion ”)
Promoter	The Promoter is James Hardie Australia Pty Ltd ABN 12 084 635 558 of 60 Castlereagh St Sydney NSW 2000.
Promotion Type	Game of skill
Entry Period	The Entry Period commences at 9 am (AEST) on Monday, 14 September 2026 to 11.59 pm (AEDT) Sunday, 18 October 2026.
Voting Period	The Voting period commences at 9 am (AEDT) on Monday, 19 October 2026 and closes at 11.59 pm (AEDT) on Sunday, 8 November 2026
Participating Territory	Australia
Entry Restrictions	The Promotion is only open to: • Australian residents • aged 18 years or over • who own their own dated home (each, an “Eligible Entrant”). Employees (and their Immediate Families) of the Promoter or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter the Promotion: • “Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. • “Immediate Family(ies)” means any of the following: spouse, ex-spouse, de-facto spouse, child or step- child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter). The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion. The Promoter may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion.
How To Enter	To enter, Eligible Entrants must undertake the following steps during the Entry Period: 1 Take a front on photo which clearly shows the façade of their dated home; 2 Upload the photo to the following Promoter website page: www.jameshardie.com.au/exterior-transformation and 3 Enter their details, as prompted (together, the Entry Requirements). Once an Eligible Entrant has completed the steps to satisfy the Entry

	Requirements, they will receive one (1) entry into the Promotion (an Entry). The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) 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 deemed to jeopardise fair and proper conduct of the Promotion. Errors and omissions 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Incomplete, indecipherable, or illegible entries may at the Promoter's sole discretion be deemed invalid. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
Entry Limits	Eligible Entrants may only submit one Entry. If two Entries are received by the Promoter, the entry received first in time will be entered into the Promotion and, if found to be a valid entry, the second (and any subsequent) entry will be disqualified from the Promotion.
Additional Entry Requirements	Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, property, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into. Photos of homes which are not dated will not be accepted to participate in the Promotion. The Promoter, its affiliates and agents are not responsible in any way for the content or descriptions included by entrants, nor do they necessarily endorse the content or descriptions. Entries received must be the original work of the entrant. No people should be depicted in any images submitted as entries. Entries received during the Entry Period may be individually moderated by representatives of the Promoter. The Promoter may reject entries in its discretion if it considers the entries may be illegal, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, indecent, libelous, hateful, obscene, or otherwise injurious to third parties or are otherwise objectionable.
Selection of Winners	There are two (2) Prizes to be won as part of this Promotion: 1 x Public Vote Prize, which will be awarded based on the highest number of public votes received during the Voting Period; and 1 x Kyal and Kara Selection Prize, which will be awarded to an entrant selected by Kyal and Kara, in accordance with the Selection Criteria set out below. The same entry cannot win both the Public Vote Prize and the Kyal and Kara Selection Prize. <u>The Public Vote Prize</u> All eligible entries will be displayed to the public at www.jameshardie.com.au/exterior-transformation and voting buttons will be available. The public shall vote for the entry photo which they consider depicts the dated house which would most benefit from a façade re-design. The Promoter website will show a leaderboard throughout the Voting Period. Each voter will be verified based on the email address provided, and may submit up to 5 votes per day. The voting limit resets at midnight each day during the Voting Period. Entrants may cast only one (1) vote per day for their own entry using the email address associated with their entry, with such vote counting towards the daily limit of five (5) votes. Any attempt to circumvent the voting rules or manipulate the voting process (including by using multiple email addresses, bots or other software) is strictly prohibited, and will result in disqualification of the voter and the votes in question. The Promoter reserves the right to monitor and audit the voting process to ensure fairness and integrity.

	The entry with the highest number of votes at the conclusion of the Voting Period, based on the above criteria i.e., the dated house that would most benefit from a façade re-design, will win the Public Vote Prize. In the unlikely event that two entries receive an equal amount of votes, the Promoter will choose a winner based on the Selection Criteria (as set out below). <u>The Kyal and Kara Selection Prize</u> Following the Promoter's determination of the Public Vote Prize winner, all remaining eligible entries, as displayed to the public at www.jameshardie.com.au/exterior-transformation will be judged by Kyal and Kara on Tuesday 9th November 2026. Before selecting the winner of the Kyal and Kara Selection Prize, the Promoter will inform Kyal and Kara of the Public Vote Prize winner. The Public Vote Prize winning entry will not be eligible to win the Kyal and Kara Selection Prize and will not be considered by Kyal and Kara when selecting the winner of the Kyal and Kara Selection Prize . The Kyal and Kara Selection Prize will be awarded to the eligible entrant selected by Kyal and Kara in their sole discretion, having regard to following factors: • the potential for the property to benefit from a façade transformation; • the visual impact that the proposed transformation could achieve; • the suitability of the property for the design concepts contemplated by the Prize; • the property's potential to showcase the products and design outcomes associated with the Prize; and • the overall creativity, interest and transformation opportunity presented by the property, (together, the Selection Criteria). Both the "Public Vote Prize" winner and the "Kyal and Kara Selection Prize" winner will be announced on James Hardie AU social media channels on Monday 16 November 2026.
Notification of Winner	Each winner will be contacted by SMS, phone or email within 3 business days of their selection as the winner of either the Public Vote Prize or the Kyal and Kara Selection Prize. If a winner cannot be contacted on the first attempt, the Promoter will make one (1) further attempt to contact the winner, and if they have not responded to the Promoter within 7 business days of the second attempt, or in the event their entry is invalid or is otherwise ineligible, the Prize will be awarded to an alternative eligible entrant. For the Public Vote Prize, the alternative winner will be the eligible entrant with the next highest number of votes on the leaderboard. For the Kyal and Kara Selection Prize, the alternative winner will be selected by Kyal and Kara in accordance with the Selection Criteria within 7 business days of the original Kyal and Kara Selection Prize winner being unable to be contacted, failing to respond within the required timeframe, or being found to have submitted an invalid entry or to be otherwise ineligible. Any alternative winner will be contacted in the same manner as described above.
Announcement of Winner / Publication Details	Each winner will have their first name, and State or Territory of residence and the submitted photo of their house published on the Promoter's website www.jameshardie.com.au/exterior-transformation) within 30 business days of the selection of each winner.
Claiming Prizes	To claim the Prize, each winner must, within 14 business days of winner notification: • cooperate with the Promoter in arranging a Digital Twin of the winner's home through SellSmart (being a digital copy of the property); and • book an initial online consultation with Kyal and Kara, which will be

	facilitated by the Promoter. The Digital Twin will be used by Kyal and Kara as the basis for the initial design consultation and the development of the proposed transformation concepts.
Prize	Each Prize is valued at up to a total RRP of \$40,200, depending on the amount of James Hardie Architectural Collection cladding required. Two (2) Prizes will be awarded. The total Prize pool is up to \$80,400. Each winner will receive: • an online design consultation and design package provided by Kyal and Kara, the founders of Diverse Design & Construction Pty Ltd (the Consultation and Design Package), valued at approximately \$15,000; • 1 x Digital Twin scan (being a digital copy of the property) provided by SellSmart (valued at approximately \$200). SellSmart will visit each winning home to create a Digital Twin; • James Hardie Architectural Collection cladding to undertake the re-design, up to a value of \$10,000, delivered to the winner's home; and • a \$15,000 Digital Prepaid Mastercard to be used at the winner's discretion. The Consultation and Design Package (valued at approximately \$15,000) includes: 1) a Design Package, which provides the winner with: a) 1 x digital concept board or moodboard created by Kyal and Kara to provide visual inspiration for the winning home (i.e. a digital file that will contain a curated collection of images, materials, colour palettes, text, and other elements that are arranged to create a visual presentation of the style of the re-design); b) Kyal and Kara's recommendations on the following to support the overall design vision of the winning home: i. colour palette and Hardie™ cladding product selections; ii. complementary exterior elements, such as gates, fencing, garage doors and lighting; and iii. landscaping and streetscape; and c) 1 x exterior visualisation or render illustrating the proposed transformation concept. 2) Consultation, which includes: a) 1 x initial online consultation of up to 45 minutes with Kyal and Kara (phone or Zoom). This will include a discussion of the winner's budget, expectations and design brief, based on the Digital Twin copy of the property provided by SellSmart (being a digital copy of the property); b) 1 x online consultation of up to 45 minutes with Kyal and Kara (phone or Zoom), during which Kyal and Kara will present the proposed design concepts and a render of the transformation, and the winner will have the opportunity to provide feedback; c) 1 x mid-project online consultation of up to 30 minutes with Kyal and Kara (phone or Zoom) in the course of the build process, during which the winner may ask questions and discuss project progress with Kyal and Kara. If any further design consultation is required, the winner shall liaise directly with Kyal and Kara and fund further work directly. Any James Hardie Architectural Collection cladding awarded as part of the Prize must be ordered by the winner by 11:59 pm (AEDT) Wednesday, 31 March 2027. The value of the Prize is based on the recommended retail price of the Prize in Australian dollars as at the date of these Terms and Conditions and the Promoter

	takes no responsibility for any change in value. The Promoter will cover all transport and accommodation costs for Kyal and Kara to conduct the photo shoot in person at the winner's home. These costs are not factored into the Prize. The Prize does <u>not</u> include: - the cost of any building and construction work, nor is the Promoter responsible for any building or construction work; - any re-design or further work undertaken by Kyal and Kara beyond that stipulated above; - any James Hardie Architectural Collection cladding required above the value of \$10,000 that is awarded as part of the Prize; - the production of full architect plans; - any aspect of interior detail; or - any other matter not stipulated herein or included in the Prize. The Design Package is intended as a conceptual design guide only and will not include architectural drawings, construction documentation, engineering plans, development applications, building approvals, specifications, editable CAD files or any other documentation, information or matter required for construction purposes. The Prize is subject to third party terms and conditions including: - the standard terms of business of Diverse Design & Construction Pty Ltd and Sell-Smart Pty Ltd; and - the terms and conditions (https://cdn.universaldigitalcard.com.au/appugc/pds/TCs%20-%20CPC_MC_SL_eDGC_1000_w.pdf) of the Digital Prepaid Mastercard issuer relating to use, expiry, fees and redemption of the Digital Prepaid Mastercard. If for any reason outside the control of the Promoter any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
Further Information and Verification Requirements	Failure to comply with the eligibility requirements described above may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a Prize.
Testimonial, Media Release and Assignment of Intellectual Property	Each winner shall be contacted by the Promoter in order to arrange delivery of the Prize. By entering the Promotion, each entrant agrees to participate in interviews, photography, videography, testimonials and other promotional activities requested by the Promoter and its representatives, including Kyal and Kara, in connection with the Promotion, Prize and completed home transformation. The winner agrees to provide the Promoter and its representatives with reasonable access to the winning property, at mutually agreed times and on reasonable notice, before, during and following completion of the project for the purposes of photographing, filming, recording and otherwise documenting the transformation as part of the Prize Materials (as defined below). This includes capturing before-and-after photography and videography of the winning property, project progress updates, testimonials, interviews, social media content and other promotional materials. The winner further agrees, as a condition of accepting the Prize and without any further payment, fee, royalty or other compensation, to participate in: - interviews for publication on James Hardie owned channels, including the James Hardie Home Guide, James Hardie's website and blog; - public relations and media opportunities, including interviews, articles, case studies and editorial features for third-party publications and media outlets; - the creation of social media content for publication across James Hardie's

	digital and social media channels; marketing and promotional activities relating to the Promotion, the Prize and the completed transformation, as requested by the Promoter. For the purposes of these terms and conditions, "Prize Materials" means any photographs, videos, recordings, interviews, testimonials, statements, blog articles, media content, social media content, design concepts, renders, visualisations and other materials created, captured or produced in connection with the Promotion or the Prize, including the winner's entry photo submitted as part of the Promotion, any content generated before, during or after the project, any photoshoot or interview conducted with Kyal and Kara, and all photographs and recordings of the winning property and completed transformation. The Prize Materials may be used by the Promoter and its related entities in any media, format or platform now known or developed in the future, including but not limited to websites, blogs, social media channels, digital marketing, email communications, public relations activities, media publications, promotional materials, point-of-sale materials, presentations, paid advertising and other marketing activities. The Promoter reserves the right to use, edit, adapt, reproduce, publish, distribute, communicate and promote the Prize Materials, including through paid media campaigns, in perpetuity without further notice, approval or compensation to the winner. By submitting an entry to the Promotion, each entrant irrevocably grants to the Promoter, and agrees to procure all necessary rights for the Promoter to obtain, a worldwide, perpetual, royalty-free, transferable, sublicensable licence to use the entrant's name, image, likeness, voice, testimonials, statements and all Prize Materials for marketing, advertising, promotional and commercial purposes. The winner further grants the Promoter the right to photograph, film and otherwise capture the winning property and completed transformation and acknowledges that all intellectual property rights, copyright and other rights in and to the Prize Materials shall vest in, or be assigned to, the Promoter upon creation. By submitting an entry, each entrant consents to to any acts or omissions by the Promoter that may otherwise infringe the entrant's moral rights in relation to the Prize Materials and any entry photo. The entrant consents to the Promoter using the entrants' name, suburb, town, image, likeness and details of the project in connection with the Promotion and associated publicity, marketing and media activities and understand that this may be classified as personal information and that by agreeing to these terms it is consenting to this information being shared. Notwithstanding the above, entrants agree that the Promoter is under no obligation to use any of the Prize Materials in its marketing and promotional materials. For the avoidance of doubt, each entrant and winner acknowledges that they acquire no right, title or interest in any intellectual property rights subsisting in the Prize Materials. The winner acknowledges and agrees that their participation in the activities described above forms part of the Prize arrangements and is provided without any further payment, fee, royalty, consideration or other compensation from the Promoter or its representatives.
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Terms and Conditions

- By entering in this Promotion, entrants acknowledge that they have read, understood and agree to these Terms and Conditions. The Competition Details form part of these Terms and Conditions.

Entries

- An entrant's entry must not include:
 - any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

- b. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Terms and Conditions.
- 3. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry may be deemed invalid.
- 4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details may be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
- 5. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
- 6. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
- 7. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
- 8. If, after the Promoter has made reasonable attempts to contact the winner for the winner to redeem the Prize, and no aspect of the Prize is redeemed within 6 months of winning notification, the next winner will be selected from the leaderboard and will be contacted in the same manner as described in the Competition Details.

Promoter's Rights

- 9. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
- 10. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
 - b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
- 11. The Promoter may, acting reasonably and in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
- 12. Errors and omissions 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. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 13. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
- 14. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
- 15. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

Prizes

16. The prize(s) (including any gift cards) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
17. As a condition of claiming a prize, the Participant may be required to provide their mobile number and email address to receive the details of the prepaid digital Mastercard and (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

Gift Cards

18. Where a prize includes a gift card, the entrant must have an Australian mobile number and email address, and a compatible phone capable of receiving, activating and using the gift card (including mobile wallet functionality, where applicable).
19. The gift card will be emailed to the winner with instructions on how to activate it and add it to their phone wallet.
20. The gift card is valid for 12 months. The gift card will not be replaced once it expires and funds will be forfeited. The original email should be kept as a reference, as it may be needed to log back into the website (<https://ugca.au/>) to view transaction history and balance.
21. All gift cards are issued in Australian Dollars. The Promoter accepts no liability or responsibility for lost gift cards, nor is the Promoter responsible for the claimant's use of the gift cards, except to the extent required by law.

Limitation of Liability

22. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
23. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 winner or entrant; or (f) use of the prize and/or the project, the latter of which is the sole responsibility of each Winner.
24. To the extent permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

Privacy / Marketing

25. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
26. 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 at <https://www.jameshardie.com.au/privacy-policy>. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.
27. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send information about the Promoter's products and services (including via electronic means) and may disclose the information to its related bodies corporate, agencies

and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.

General

28. The Promoter may communicate or advertise this competition using the Promoter website, Facebook and / or Instagram or another social media platform. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.
29. The Promoter and each of its related bodies corporate, officers, employees, agents and licensees are not liable to the Winner for any tax implications arising out of the Prize or the Promotion. Winners should obtain independent financial advice on tax implications that may arise as a result of accepting the Prize.
30. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions shall be governed by, and construed in accordance with, the laws of the New South Wales, Australia. All participants consent to the jurisdiction of the courts of the New South Wales, Australia.