

NUNAWADING HOMEMAKER HQ SPRING GIVEAWAY TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents living in VIC.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of Nunawading Homemaker HQ 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. Promotion opens at 9am on Friday 1st September, 2023 and final entries close at 6pm on Tuesday 31st October, 2023 ("Promotional Period"). All times are AEST or AEDST, as applicable in New South Wales, Australia.
6. To enter, the entrant must sign up to The Homemaker Collective via > <https://nunawadinghomemakerhq.com.au/spring-giveaway/>
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of 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. Errors and omissions will 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.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. 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.
10. The draw will take place on Wednesday 1st November, 2023 at 10am.
11. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Within two (2) business days of the draw, the winner will be notified in writing with instructions on how to claim their prize.
14. Winners name will be published online at <https://www.facebook.com/NUNAWADINGHQ> from Wednesday 1st November, 2023
15. The first valid entry randomly selected, from all valid entries received, will win the prize of a \$500 Adairs voucher.
16. Any ancillary costs associated with redeeming the Adairs gift card are not included. Any unused balance of the Adairs gift card will not be awarded as cash. Redemption of a gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
17. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If a prize (or part of a 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, subject to any written directions from a regulatory authority.
20. The total prize pool value is \$500.

21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. Adairs voucher must be claimed by Thursday 1st February, 2023.
23. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to the instructions of any regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Nothing in these Terms and Conditions limit, exclude or modify 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of a prize.
27. The Promoter is Arkadia Nunawading Pty Ltd (ABN 62 608 665 364) of Level 1, 202 Military Road, Neutral Bay, NSW, 2089. Telephone: 02 9908 0311.