

Oak and Orange Christmas Giveaway 2021 Terms & Conditions ("Conditions of Entry")

Schedule									
Promotion:	Oak and Orange Christmas Giveaway 2021								
Promoter:	Oak & Orange ABN 85476243168, Unit 21/9-12 Lambridge Place, Penrith NSW 2745, Australia. Ph: 0432483599								
Promotional Period:	Start date: 24/11/21 at 05:00 pm AEDT End date: 08/12/21 at 05:00 pm AEDT								
Eligible entrants:	Entry is only open to Australian residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.								
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) visit www.oakandorange.com.au , follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name and email address) and provide the URL of their personal Facebook or Instagram account; and b) visit and follow the following Facebook OR Instagram accounts (depending on the URL they have provided on entry, i.e. follow all Facebook accounts listed below if the URL for their Facebook account provided on entry; or follow all Instagram accounts listed below if URL for their Instagram account is provided on entry): <ul style="list-style-type: none"> • Oak and Orange: www.facebook.com/oakandorange; OR www.instagram.com/oakandorange; • Miss Amara: www.facebook.com/missamara.site; OR www.instagram.com/missamaraloves; • United Interiors: www.facebook.com/UnitedInteriorsAU; OR www.instagram.com/united_interiors; • RJ Living: www.facebook.com/rjlivingfurniture; OR www.instagram.com/rj.living • I Love Linen: www.facebook.com/ILOVELINEN; OR www.instagram.com/ilovelinen AND • Harvest Design Living: www.facebook.com/harvestdesignliving; OR www.instagram.com/harvestdesignliving 								
Entries permitted:	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.								
Total Prize Pool:	AUD \$6,000.00								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 30%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> The prize includes: <ul style="list-style-type: none"> • a \$2,000 Miss Amara gift voucher; • a \$1,000 I Love Linen gift voucher; • a \$1,000 United Interiors gift voucher; • a \$1,000 RJ Living gift voucher; and • a \$1,000 Harvest Design Living gift voucher. The prizes will be sent via email. </td> <td style="text-align: center; vertical-align: top;">1</td> <td style="text-align: center; vertical-align: top;">AUD\$6,000.00</td> <td style="vertical-align: top;">Draw: computerised random selection - 09/12/21 at 12:00 pm AEDT</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	The prize includes: <ul style="list-style-type: none"> • a \$2,000 Miss Amara gift voucher; • a \$1,000 I Love Linen gift voucher; • a \$1,000 United Interiors gift voucher; • a \$1,000 RJ Living gift voucher; and • a \$1,000 Harvest Design Living gift voucher. The prizes will be sent via email.	1	AUD\$6,000.00	Draw: computerised random selection - 09/12/21 at 12:00 pm AEDT
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Prize Conditions:	<p>Applicable to all gift voucher prize inclusions: Any ancillary costs associated with redeeming the gift card/voucher are not included. Any unused balance of the gift card/voucher will not be awarded as cash. Redemption of the gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card.</p> <p>Miss Amara gift voucher:</p> <ul style="list-style-type: none"> • The gift voucher is non-refundable, non-exchangeable, and if lost or stolen will not be refunded. • Discount codes or promotional vouchers do not apply to gift vouchers. • Gift voucher is valid for 6 months from the date of issue. A gift voucher cannot be re-activated at any time after it has expired. • Gift voucher is valid for the specified period stated on the voucher only, can only be redeemed once and cannot be used in conjunction with other offers (including, for the avoidance of doubt, sales, promotions, and other vouchers). Individual brands or products may be excluded from voucher promotions. • If you place an order for a product less than the value of the promotional voucher, no refund or residual credit will be returned to you. 								

	<ul style="list-style-type: none"> • The credit of a promotional voucher does not accrue interest, nor does it have a cash value. • If the credit of a promotional voucher is insufficient for a product you wish to order, you may make up the difference through payment by other means (e.g. credit card). Using another promotional voucher or attempting to rely on any other offer is not permitted. Only one promotional voucher can be used per order. • A person may be asked to verify, to the reasonable satisfaction of Miss Amara, that they are authorised to redeem a gift voucher on behalf of the original purchaser, or the person named in the system. • The gift voucher cannot be used to purchase other gift cards. • The gift voucher holder may be required to provide proof of identity. • The following general terms and conditions will apply: <ul style="list-style-type: none"> ○ Miss Amara may email promotional vouchers to you. Miss Amara accepts no liability for errors in the email address of the voucher recipient. ○ In the event of fraud, an attempt at deception or in the event of the suspicion of other illegal activities in connection with a gift or promotional voucher purchase or redemption of that voucher on the Miss Amara website, Miss Amara is entitled to close your account and/or require a different means of payment; and ○ Miss Amara assumes no Liability for the loss, theft or illegibility of gift or promotional vouchers. <p>I Love Linen gift voucher:</p> <ul style="list-style-type: none"> • The \$1000 gift voucher amount must be used in a single transaction. • If items purchased using the gift voucher are returned, a store credit for the applicable amount will be issued • Gift voucher cannot be redeemed for cash. <p>United Interiors voucher:</p> <ul style="list-style-type: none"> • To redeem the United Interiors voucher, simply visit www.united-interiors.com.au/gift and enter the redemption code. If you are not yet a member of United Interiors, you will need to create an account. • The voucher is valid for a period of 3 years from the date of purchase after which any unused credit will be forfeited. • Voucher is non-transferable and cannot be redeemed for cash. • For all enquiries, please email info@united-interiors.com.au. <p>RJ Living gift voucher:</p> <ul style="list-style-type: none"> • Gift voucher is not redeemable for cash, no change will be given and any balance that remains can only be used in whole or part for future orders with RJ Living. • Gift voucher is subject to an expiry date issued at the time they are purchased. The holder is responsible for using the full value of the gift voucher before the expiry date. Any unused balance will not be refunded or credited after the gift voucher expires. • Where the cost of an order exceeds the available gift voucher balance, the holder will be required to pay any balance at the time of the order. <p>Harvest Design Living gift voucher</p> <ul style="list-style-type: none"> • The \$1000 gift voucher must be used in a single transaction. • Voucher is non-transferable and cannot be redeemed for cash. • The holder is responsible for using the full value of the voucher before the expiry date. Any unused balance will not be refunded or credited after the gift voucher expires. • If the holder places an order for a product less than the value of the gift voucher, no refund or residual credit will be returned to the holder. • The gift voucher excludes delivery. Orders can be collected from store or will need to be delivered with associated delivery charge. • Discount codes or promotional vouchers cannot be used in conjunction with the gift voucher.
Winner notification:	The winner will be contacted by email within seven (7) days of the draw. The winner will be published at oakandorange.com.au/win by 16/12/21.

Unclaimed Prizes:	<p>Prize must be claimed by 10/01/22 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 11/01/22 at 12:00 pm AEDT at Oak & Orange, Unit 21/9-12 Lambridge Place, Penrith NSW 2745. The winner of the redraw will be notified by email within seven (7) days of the redraw. The winner will be notified publicly (and their details published) at oakandorange.com.au/win by 18/01/22.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at oakandorange.com.au/win.</p>
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1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Draw:
 - a) The draw will take place at Oak & Orange, Unit 21/9-12 Lambridge Place, Penrith NSW 2745 at 12:00 pm AEDT on 09/12/21 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw reserve winners in case of ineligible or invalid entries.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>) and the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php and the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook and Instagram. The entrant releases Facebook and Instagram and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram.
10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.

13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
14. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
15. Entrants' personal information will be collected by the Promoter, Miss Amara, I Love Linen, United Interiors, RJ Living, Harvest Design Living ("Collectors"). Personal information will be stored on the Collectors' databases. Each Collector may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Collectors are bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their respective privacy policy which is located at oakandorange.com.au/privacy-policy/ (for the Promoter), <https://missamara.com.au/pages/privacy-policy> (for Miss Amara); <https://www.ilovelinen.com.au/privacy-policy/> (for I Love Linen); <https://www.united-interiors.com.au/c/privacy-policy/> (for United Interiors); https://www.rjliving.com.au/privacy_policy (for RJ Living); <https://www.harvestdesignliving.com.au/privacy-policy/> (for Harvest Design Living). Each Collector's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Collector holds about them and how the entrant may complain about any potential breach by the Collector of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. Each Collector obtains personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
17. It is a condition of accepting the prize that the winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
19. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any

other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
23. 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 or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed, or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
25. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. Authorised under: ACT Permit No. TP 21/02019 and SA Permit No. T21/1831.