

OAK & ORANGE X SPRINGFREE TRAMPOLINE PROMO Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	OAK & ORANGE X SPRINGFREE TRAMPOLINE PROMO
Promoter:	Oak and Orange ABN 85 476 243 168, UNIT 21/9-12 LAMBRIDGE PLACE, LAMBRIDGE PLACE, PENRITH, NSW 2750, Australia. Ph: 1300 100 922
Promotional Period:	Start date: 15/11/22 at 06:00 pm AEDT End date: 25/11/22 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian (excluding ACT) residents who are 18 years and over.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) visit oakandorange.com.au/competition , 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 both the Oak and Orange and the Springfree Facebook or Instagram accounts (depending on the URL they have provided on entry i.e. follow both Facebook accounts listed below if providing their Facebook URL on entry or follow both Instagram accounts if providing their Instagram URL on entry): <ul style="list-style-type: none"> • Oak and Orange: www.facebook.com/oakandorange; OR www.instagram.com/oakandorange; • Springfree Trampoline: http://www.facebook.com/Springfree; OR www.instagram.com/springfreetrampoline_au/
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:	Up to AUD \$3,457.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is a Springfree Trampoline (exact model to be chosen by the winner).	1	Up to AUD\$3,457.00 depending on the prize model.	Draw: computerised random selection - 28/11/22 at 09:00 am AEDT

Prize Conditions:	<ul style="list-style-type: none"> • The prize includes Australia-wide delivery and installation (subject to location). • The prize does not include coloured trampoline options, limited editions, trampoline bundles or colour custom trampolines. • Prize does not include upgrades, accessories or additional services, but these can be purchased separately directly through Springfree Trampoline. • The prize will only be delivered within Australia and the winner should allow up to 10 business days from the date of claim for delivery. Please note time of year with installation prior to Christmas will not be possible. Installation will be arranged at the first available date. • Prize is neither redeemable nor transferable for cash. • Springfree Trampoline does not accept responsibility for any unclaimed prize. • Springfree Trampoline requires up to a maximum of 28 days for fulfilment during peak periods. • Springfree Trampoline and associated agencies accept no responsibility for any loss, damage, accident, death or injury resulting from the Promotion. • Springfree Trampoline's limitation of liability: Springfree Trampoline is not responsible for the loss of prize due to incorrect or imprecise delivery details provided by a winner. Springfree Trampoline also take no responsibility for prizes lost or stolen after they have been released for delivery via postage or courier. To the extent permitted by law, Springfree Trampoline is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by Springfree Trampoline, or their servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner and, where applicable, to any persons accompanying the winner.
Winner notification:	The winner will be contacted by email within two (2) days of the draw. The winner will be published at www.oakandorange.com.au/competition-winners by 30/11/22.

Unclaimed Prizes:	<p>Prize must be claimed by 30/01/23 at 09:00 am AEDT. In the event of an unclaimed prize, the prize will be redrawn on 31/01/23 at 09:00 am AEDT at Oak and Orange, UNIT 21/9-12 LAMBRIDGE PLACE, LAMBRIDGE PLACE, PENRITH NSW 2750, Australia. The winner of the redraw will be notified by email within two (2) days of the redraw. The winner will be notified publicly (and their details published) at www.oakandorange.com.au/competition-winners by 02/02/23.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at www.oakandorange.com.au/competition-winners</p>
--------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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. **Draw:**
 - a) The draw will take place at Oak and Orange, UNIT 21/9-12 LAMBRIDGE PLACE, LAMBRIDGE PLACE, PENRITH NSW 2750, Australia at 09:00 am AEDT on 28/11/22 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.
6. All reasonable attempts will be made to contact the winner.
7. If the 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.
8. 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.
9. 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.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. 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.

12. 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.
13. 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.
14. Entrants' personal information will be collected by the Promoter and Springfree Trampoline Aust Pty Ltd ("the Collectors"). Personal information will be stored on the Collectors' databases. The Collectors may use this information for future marketing purposes regarding their 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) and at <https://www.springfreetrampoline.com.au/privacy-policy/> (for Springfree Trampoline). Each privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter/Springfree Trampoline holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Collectors gather personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including their contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. 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.
15. 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.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
17. 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.
18. 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).
19. 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.
20. 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.

Formatted: List Paragraph

21. 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.
22. 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 willful 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).
23. 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.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.