OAK & ORANGE X KULALA LIVING, OLIVE ET ORIEL & SOLACE STAYS Terms & Conditions ("Conditions of Entry")

Schedule					
Promotion:	OAK & ORANGE X KULALA LIVING, OLIVE ET ORIEL & SOLACE STAYS PROMO				
Promoter:	The Trustee for Oak and Orange Trust t/a Oak and Orange ABN 85 476 243 168, 3/13 Renshaw Street,				
	Cranebrook, NSW 2749, Australia.				
Promotional	Start date: 24/3/25 at 06:00 pm AEDT				
Period:	End date: 03/04/25 at 11:59 pm AEDT				
Eligible	Entry is only open to Australian residents who are 18 years and over.				
entrants:					
How to	To enter the Promotion, the entrant must complete the following steps during the Promotional Period:				
Enter:	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, state 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:				
	• Oak and Orange: www.facebook.com/oakandorange ; OR www.instagram.com/oakandorange ; AND				
	• Solace: <u>www.facebook.com/solace.swr</u> ; OR <u>www.instagram.com/solace.swr</u> AND				
	Kulala Living: www.facebook.com/kulalaliving AND				
	Olive Et Oriel: www.facebook.com/oliveetoriel ; OR www.instagram.com/oliveetoriel				
Entries	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will				
permitted:	receive one (1) entry.				
Total Prize	UP TO AUD \$5600.00				
Pool:					

Prize Description	Number of this prize	Value (per prize)	Winning Method
 The prize includes: 3 nights Accommodation at Solace at South West Rocks 1 x \$1000 Gift Voucher for Kulala Living 1 x \$1000 Gift Voucher for Olive Et Oriel 	1	Up to AUD\$5600.00 Prize value varies depending on booking dates and availability.	Draw: computerised random selection - 04/04/25 at 10:00 am AEDT
The prize will be sent by email between 04/04/24-09/04/24.			

Prize Conditions:

Applicable to all gift voucher prize inclusions:

Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift voucher.

Accommodation Prize

- The winner will receive 3 nights complimentary accommodation at Solace at South West Rocks.
- The prize is valid for 12 months and must be used in one transaction.
- The prize is non-transferable and cannot be redeemed for cash.
- The Promoter takes no responsibility for lost or stolen prizes and will not issue any replacements.
- Peak Season Blackout Dates: The prize is subject to availability and cannot be redeemed during peak season blackout dates, including but not limited to [12 to 27 April, 6 to 9 June, 5 to 27 July, 27 September to 12 October 2025 and 20 December 2025 to 28 January 2026].
- The winner must adhere to all Solace at South West Rocks booking terms and conditions including maximum total number of guests of 12 people.
- The winner is solely responsible for all travel arrangements, including flights, transportation, and any travel insurance required. Oak and Orange will not be liable for any costs associated with travel or unforeseen circumstances affecting travel plans.

Kulala Living Gift voucher:

- The winner will receive one (1) x Kulala Living Gift Voucher to the value of \$1000.
- The prize is valid for 12 months and must be used in one transaction.
- The prize is non-transferable and cannot be redeemed for cash.
- Kulala Living include free shipping to select metro areas. Additional shipping costs may apply for regional
 or remote locations. Winners are responsible for any additional freight charges outside of the designated
 metro regions.
- The Promoter takes no responsibility for lost or stolen prizes and will not issue any replacements.

Olive Et Oriel Gift voucher:

- The winner will receive one (1) x Olive Et Oriel E-Voucher to the value of \$1000.
- The prize is valid for 12 months and must be used in one transaction.
- The prize is non-transferable and cannot be redeemed for cash.
- The Promoter takes no responsibility for lost or stolen prizes and will not issue any replacements.
- The Promoter takes no responsibility for lost or stolen prizes and will not issue any replacements.

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 05/04/25.

Unclaimed Prizes:

Prize must be claimed by 16/04/25 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 17/04/25 at 09:00 am AEST at Oak and Orange, 3/13 Renshaw Street, Cranebrook NSW 2749, 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 18/04/25.

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.

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, 3/13 Renshaw Street, Cranebrook NSW 2749, Australia at 10:00 am AEDT on 04/04/25 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, Kulala Living, Olive et Oriel and Solace Stays. ("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 Privacy Policy & GDPR (EU) Olive et Oriel (for Olive Et Oriel), Privacy Policy KULALA Living (for Kulala Living) and at Privacy Policy Solace Stays (for Solace). Each 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. 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.
- 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 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).
- 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.