



## **JAM AUSTRALIA AND JAMFACTORY AU SIT STOOL COMPETITION TERMS & CONDITIONS // PROMOTION DETAILS**

1. By participating in the jam Australia promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. The promoter is jam Australia, trading as JamFactory AU, ABN 42 002 604 250 of 19 Morphett Street, Adelaide, 5000 South Australia (Promoter).
3. The Promotion commences at 16:30 (ACST) on Tuesday, 20 April 2021 and closes at 17:00 (ACST) on Thursday, 20 May 2021 (Promotion Period).
4. Entry is open to Australian residents only who are over 18 years of age at the time of the Promotion.

### HOW TO ENTER

5. To enter this Promotion entrants must like the specified Instagram post as well as be following the corresponding jam Australia and JamFactory AU Instagram accounts at the time of drawing the competition winners.
6. Entrants must tag one friend in the post, dated 16:30 Tuesday 20 April 2021. Only one friend can be tagged per comment. Multiple entries
7. Employees of the Promoter, immediate family members of any employee, and any associated company or agency of the Promoter are not eligible to enter.
8. Entrants may be required to provide proof of identity, proof of age and proof of residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion. If an entrant/winner fails to provide Proof of Identity by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion.
9. Entries not completed in accordance with these terms and conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

### DRAW AND PRIZES

10. The prize draw will take place at 19 Morphett Street, Adelaide, 5000 South Australia at 9:30 (ACST) on Friday, 21 May 2021.
11. One entrant will win one Sit Stool, with one tagged friend winning the second Sit Stool. Colours may vary from those in the picture at the discretion of the Promoter.
12. The prizes are as follows: a. One (1) Sit Stool (valued at \$660.00 AUD RRP) b. One (1) Sit Stool (valued at \$660.00 AUD RPP)
13. The total prize pool is valued at up to \$1320.00 AUD (RRP inc. GST.)
14. The winners of this promotion will be notified via the JamFactoryAU Instagram account and an email address will be requested. The winner will be sent instructions via email regarding how to verify their entry (including providing Proof of Identity) and how to redeem their prize.
15. The prize is non-transferable, non-refundable, and cannot be sold or exchanged for cash. 16. Once the provisional prize winners are deemed by the Promoter to have complied with these terms and conditions of entry, the Promoter will deliver the prize once the customised piece has been finalised.
17. The winners' names will be published on the JamFactoryAU Instagram account on or before Friday, 4 June 2021.
18. The prize must be claimed by 17:00 (ACST) on Thursday, 27 May 2021 (Prize Claim Date). If the prize is not claimed by this time, the Promoter will conduct an unclaimed prize draw at 9:30 (ACST) on Friday 28 May 2021 at the same place as the original draw. The winner of the unclaimed prize draw (if any) will be contacted by email within two business days of the claim date.
19. Where there is no valid prize winner, or the winner does not claim the Prize by the Prize Claim Date, the Promoter will publish this on the Website on or after the Prize Claim Date.
20. It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, non-exclusive licence (if applicable) to use, and continuously releases and indemnifies the Promoter from and against any use of, such footage and photographs in all media worldwide, and the winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times.
21. The Promoter reserves the right to alter the rules of the competition at any time, subject to regulatory approval.

## GENERAL

22. If for any reason any aspect of this Promotion does not run or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to applicable law.

23. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

24. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant: a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction; b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion; c. submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry; d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter. This includes where entrants use multiple names or addresses to register multiple entries.

25. The Promoter and associated agencies and companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.

26. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

27. Any disputes relating to the conduct of the promotion or the claiming of a prize are to be resolved by the Promoter in their absolute and sole discretion and subject to applicable law or direction of a relevant authority.

28. The Promoter's decisions in relation to the Promotion are final and no correspondence will be entered into.

## PERSONAL INFORMATION AND PRIVACY

29. The details contained in your entry are protected by security safeguards detailed in the Promoter's Privacy Policy. Your privacy is important to us. Your information is collected by jam Australia (JamFactory AU) and will be used and held in accordance with our Privacy Policy. Information you provide will be used for the purpose of conducting this promotion, sending you our newsletter, keeping in touch with you about news and information. Jam Australia and JamFactory AU may disclose your information to companies and agencies in connection with this promotion or as set out in the Privacy Policy. If you consent, we may also provide your information to third party organisations for marketing purposes. You may remain anonymous. If you do not provide information, we may not be able to provide you with certain information, products or services. To access or change your information, please contact us at [contact@jamfactory.com.au](mailto:contact@jamfactory.com.au). You can contact the Promoter's Privacy Officer if you would like the details of the personal information that the Promoter may hold about you or if you would like to be corrected. By entering this competition, you are subscribing to the jam Australia and JamFactory AU newsletter database. You will be able to opt-out of future contact from jam Australia and JamFactory AU. You may remain anonymous, however if you do not provide the information requested by us, we may not be able to provide you with certain information, products or services.