

Terms and Conditions – Blackwoods 12 Days of Christmas Competition 2019

1. The promoter of this promotion is J. Blackwood & Son Pty Ltd (ABN 43 000 010 300) of Level 4, 26 Talavera Road, Macquarie Park NSW 2113 ("**Promoter**").
2. This promotion is known as the '12 Days of Christmas Competition 2019' ("**Promotion**").
3. Information on how to enter this Promotion and the prizes form part of these terms and conditions. Entry into this Promotion is deemed acceptance of these terms and conditions.
4. Officers, management and employees (and their immediate family members) of the Promoter, companies associated with the Promoter and their associated agencies are not eligible to enter. For the purposes of this Promotion, "immediate family members" include spouse, de facto spouse, parent, and natural, adopted or step child or sibling, whether or not they live in the same household as the employee.
5. The Promotion commences at 12:00am Australian Eastern Daylight Savings Time (AEDT) on Monday 9 December 2019 and ends at 12:00pm AEDT on 23 December 2019 ("**Promotion Period**"). The first Promotional Post will be open from Monday 9 December 12pm AEST and will close Tuesday 10 December at 11:59 am. The second Promotional Post will be open from 10/12/2019 12pm AEDT until 11/12/2019 11:59 am. The third Promotional Post will be open from 11/12/2019 12pm AEST until 12/12/2019 11:59 am AEDT. The fourth Promotional Post will be open from 12/12/2019 12pm AEST until 13/12/2019 11:59 am AEDT. The fifth Promotional Post will be open from 13/12/2019 12pm AEDT until 16/12/2019 11:59 am AEDT. The sixth Promotional Post will be open from 14/12/2019 12pm AEDT until 16/12/2019 11:59 am AEDT. The seventh Promotional Post will be open from 15/12/2019 12pm AEDT until 16/12/2019 11:59 am AEDT. The eighth Promotional Post will be open from 16/12/2019 12pm AEDT until 17/12/2019 11:59 am AEDT. The ninth Promotional Post will be open from 17/12/2019 12pm AEDT until 18/12/2019 11:59 am AEDT. The tenth Promotional Post will be open from 18/12/2019 12pm AEDT until 19/12/2019 11:59 am AEDT. The eleventh Promotional Post will be open from 19/12/2019 12pm AEDT until 20/12/2019 11:59 am AEDT. The twelfth and final Promotional Post will be open from 20/12/2019 12pm AEDT until 23/12/2019 11:59 am AEDT.
6. To be eligible to enter the Promotion, an entrant must, during the Promotion Period, both "Like" and "Comment" on the Promotion Post associated with each individual Prize, during the time period described above for each Promotional Post. All promotional Posts will be found on the Blackwoods Facebook Page and the Blackwoods Instagram Account accessible at <https://www.facebook.com/BlackwoodsAU> and <https://www.instagram.com/blackwoodsau/> ("**Promotion Pages**") using the entrant's personal Facebook and/or Instagram account.
7. An entrant will be awarded one (1) entry into the Promotion for successfully Liking Blackwoods Facebook Page and/or Following the Blackwoods Instagram Account, liking the corresponding Promotion Post during the Promotion Periods described above, and commenting on the corresponding Promotion Post during the Promotion Periods as described above.
8. The Promoter takes no responsibility for lost, late, incomplete, unsuccessful or misdirected entries. The Promoter has no control over telecommunications networks and accepts no responsibility for any issues arising from their use. Entries will be deemed received by the Promoter at the time of receipt in the Promoter's database, not at the time of transmission
9. The form of any identification, authorisation or release required by the Promoter before any prize is awarded is at the discretion of the Promoter. To the extent permitted by law, failure by the entrant to provide such proof of identification, authorisation or release will immediately invalidate a prize winner's entitlement to a prize. In the event of 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. There are twelve (12) prizes available in this Promotion as set out in the table below ("**Prize**"). The Prizes for the Promotion will be awarded to twelve (12) Prize winners, selected at random from all valid entries within the Promotion Period.

11. The Promoter accepts no responsibility for any variation in the value of the Prize. The Prize is not transferable or exchangeable, nor redeemable for cash or kind and must be taken as awarded. In the event the Prize is not available, despite the Promoter's reasonable endeavours to obtain them within Australia, the Promoter reserves the right in its absolute discretion to substitute a prize of equal or greater value, subject to the written directions of any relevant authority.
12. In consideration for awarding the relevant Prize to the Prize winner, acceptance of the Prize by the Prize winner constitutes agreement by the Prize winner to allow the use of the Prize winner's name, image, voice and/or likeness by the Promoter for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law.
13. Prize winners will be directly notified on the same day as selected via information provided to the Promoter on the Promotion Page. The Prize will be sent directly to the registered address of the Prize winner as provided to the Promoter. The Promoter makes no representations or warranties as to the timeliness or successful delivery of the Prize to the Prize winner.
14. All decisions and actions of the Promoter and its staff will be exercised according to their absolute discretion. To claim the Prize, the Prize winner must confirm receipt of notification from the Promoter by 12.00pm AEST on 25 February 2019. If the Prize winner does not respond by 12.00pm AEST on 25 February 2019, his or her entitlement to the Prize will be forfeited.
15. If the Prize is unclaimed or unable to be accepted by 12.00pm AEST on 25 February 2019, a second Prize winner will be selected at random from all valid entries within the Promotion Period, on 26 February 2019 at 12.01pm AEST. The second Prize winner will be directly notified via the information provided to the Promoter on the Promotion Page. To claim the Prize, the second Prize winner must confirm receipt of notification from the Promoter by 12.00pm AEST on 26 March 2019. If the second Prize winner does not respond by 12.00pm AEST on 26 March 2019, his or her entitlement to the Prize will be forfeited. The Promoter has the sole discretion to determine the final Prize winner and may repeat the process set out in this clause until the Prize is finally awarded.
16. The Promoter's decision is final. No correspondence will be entered into.
17. The Promoter respects the policies of its customers which may forbid the acceptance of awards, prizes or incentives by their employees in connection with their business or which require the business to determine the terms on which such awards, prizes or incentives may be offered in connection with their business. Accordingly, the Prize is not a personal incentive, and where the Promoter is aware that a winning entrant is an employee of a customer organisation of the Promoter, the Promoter may in its absolute discretion award the Prize to the relevant customer organisation in place of the employee. In these circumstances, allocation of the Prize to any person within the customer organisation is to be determined by the relevant customer organisation that has been awarded the Prize (or its relevant authorised officer). Alternatively, the Promoter may require a Prize winner to provide signed authorisation from an authorised officer of its employer confirming permission for the Prize winner to accept the Prize. The Promoter may provide to a customer organisation personal information about any of the customer organisation's employees who enter the Promotion.
18. The Promoter has the right to withhold the provision of the Prize where the Promoter is aware or reasonably suspects that the provision of the Prize would, or may be, in breach of any conduct or compliance policy of the Promoter, its related bodies corporate, or any third party (including the Promoter's customers) or any applicable laws. If the Promoter suspects fraud or misconduct, the Prize may be withheld or withdrawn in the Promoter's sole discretion.
19. The Promoter reserves the right, in its absolute discretion, to determine the validity of all entries and to disqualify any entrant who tampers with the entry process or the conduct of the Promotion, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify the entrant whether the Promoter becomes aware or suspects that the entrant and/or the entrant's entry is of a type described in this section.

20. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the goods and services offered or taken as the Prize. The Promoter and its related bodies corporate, employees and agents shall not be liable for any loss or damage whatsoever (including, but not limited to direct, indirect or consequential loss) suffered as a result of any personal injury or property damage or loss suffered or sustained as a result of entering the Promotion or taking or using the Prize, except for liability which cannot be excluded by law. It is a condition of accepting the Prize that the Prize winner may be required by the Promoter to sign a legal release in a form determined by the Promoter.
21. There may be taxation consequences arising from this Promotion. The Promoter accepts no responsibility for any tax implications that may arise from an entrant winning a Prize. The Promoter advises entrants to obtain independent financial advice prior to accepting the Prize.
22. To the extent permitted by law, the Promoter reserves the right to withdraw or amend the Promotion as necessary due to circumstances outside its reasonable control or if required by a relevant regulatory authority.
23. The Promoter collects information about the entrants (“**you**” or “**your**”) to conduct the Promotion and, where appropriate, to award prizes, and may also use the information to assist in improving its goods and services and to contact you in the future with special offers. The Promoter may share your information with its Australian related companies. By entering this Promotion, each entrant agrees that the Promoter may disclose the entrant's personal information if required by law and may publish, or cause to be published, the winners' names and suburb of residence in media. Your personal data is collected and held in accordance with the terms of the Promoter's privacy collection statement and privacy policy which can be found on its website at www.blackwoods.com.au/privacy-policy. To request access to the personal information that the Promoter holds on you or to remove your information from the Promoter's records, please write to the Privacy Officer at Level 4, 26 Talavera Road, Macquarie Park, Sydney, NSW 2113, with your name, address and your request.
24. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook and Instagram Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php and <https://help.instagram.com/179379842258600> respectively.
25. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.
26. Entrants are advised to print and keep safe these terms and conditions, a copy of which can be obtained from the Promoter's reception at Level 4, 26 Talavera Road, Macquarie Park NSW 2113.
27. If you have any queries in relation to the Promotion, please write to J. Blackwood & Son Pty Ltd, Level 4, 26 Talavera Road, Macquarie Park NSW 2113.