

## **WIN 1 of 10 NEW Jo Sonja Matte Flow Acrylic Paint Sets valued at \$69.95 each.**

### **Competition Terms & Conditions:**

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1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents only.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.
4. Promotion commences on 18/01/2022 at 12.01am and ends at 11.59pm AEDT on 21/02/2022 ("Promotional Period").
5. To enter, eligible individuals must complete the following steps during the Promotional Period:

#### **Here's how to win on Instagram**

- Follow @eckersleys and @chroma\_Inc on Instagram
- Tag 3 friends in the competition post comments section. Each comment is an entry, so tag as many friends as possible!

#### **Here's how to win on Facebook**

- Like Eckersley's Art & Craft and Like Chroma's Artists' Paints & Mediums on Facebook
  - Tag 3 friends in the competition post comments section. Each comment is an entry, so tag as many friends as possible!
6. There will be 10 winners in total. Each winner will receive one of the NEW Jo Sonja Matte Flow Acrylic Paint Sets valued at \$69.95 each. The winners will be selected randomly, drawn from all entries received. 5 winners will be chosen on Instagram and 5 winners will be chosen on Facebook.
  7. The winners will be announced on Monday 28<sup>th</sup> February 2022 on Eckersley's Facebook, Instagram and on the competition page of our website. Winners will also be contacted by direct message on Facebook & Instagram. Winners will need to respond back to Eckersley's direct message to claim their prize by 7<sup>th</sup> March 2022 at 4.00pm AEDT.
  8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
  9. If there is 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. The Promoter's decision is final and no correspondence will be entered into.
  11. Another winner will be chosen, if any winner does not claim their prize by 7<sup>th</sup> March 2022 at 4.00pm AEDT.
  12. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.

13. The replacement winner(s) will be chosen on 8<sup>th</sup> March 2022 and the winner(s) will be contacted on the same day. The Promoters will randomly choose winners at the following address: Eckersley's Head Office, Ground Floor, 1-5 Commercial Road, Kingsgrove NSW 2208.
14. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
16. Entrants consent to the Promoter using their name, in the event they are a winner, in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome).
17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the Promotional Page is the entrant's responsibility and is dependent on the Internet service provider used.
19. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents (excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of prize.
21. As a condition of accepting a prize, each winner must sign any legal documentation as and, in the form, required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
22. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for

promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

- 23.** The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
- 24.** The Promoter is Eckersley's Art & Craft Pty Ltd of Ground Floor, 1-5 Commercial Road, Kingsgrove NSW Australia 2208. Telephone 02 8036 1300 (in Australia).