

# Terms and Conditions of Entry for the "Bradford Exchange \$500 worth of exclusives" (Promotion)

- 1. Information on How to Enter and prize information form part of these Conditions of Entry (Conditions of Entry).
- 2. Entry into the Promotion is deemed acceptance of these Conditions of Entry.
- 3. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
- 4. The Promoter is **The Bradford Exchange Pty Ltd** (ABN 13 003 159 617) of Level 1, 88 Phillip Street, Parramatta, NSW, 2150 **(Promoter)**.

## PROMOTION PERIOD

- 5. The Website Popup Promotion commences 12:00 AM AEST on 09/01/2022 and ends 23:59 AEST on 09/04/2022.
- 6. Entry in the Promotion is only open to Australian residents aged 18 years and over, excluding those that are:
- (a) Management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion;
- (b) A spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 6 (a) of these Conditions of Entry;
- (c) Persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter;

## **HOW TO ENTER**

- 7. To enter and be eligible to win Entrants must, during the Promotion Period:
- (a) Subscribe to The Bradford Exchange email marketing list via website competition popup (**Qualifying Action**).
- (b) Entrants who unsubscribe, or unsubscribe then resubscribe during the promotion period, are not eligible to win the prize.

#### VERIFICATION

- 8. Anyone found intentionally creating multiple registrations to generate entries (whether using an alias, false name or abbreviated name) will be immediately disqualified from the Promotion. This includes registrations generated on-behalf of members of competition websites.
- 9. Prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.

## DRAWS AND PRIZE INFORMATION

- 10. The Prize will be drawn on the 11th of April 2022 for the Website Popup Competition (\$500 exclusives competition) and will take place at Bradford Exchange, Level 1 88 Phillip Street, Parramatta, 2150 (**Prize Draw**)
- 11. The first valid entry drawn in the Prize Draw will win the prize: five hundred (\$500) AUD in collectables from The Bradford Exchange Australia.
- (a) Items can be selected by the winning entrant up to the value of \$500 (five hundred) including any relevant advertised postage + handling charges.
- (b) Items selected by the winning entrant must be in stock and available on The Bradford Exchange Australia website. Personalised products are not eligible.
- (c) The items must be selected by the winning entrant within two business weeks (10 working days) of being contacted.
- 12. The total value of the Prize Draw available to be won in the Promotion is AUD \$500 (five hundred).

## **NOTIFICATION OF WINNERS**

- 13. The Prize winner will be notified via email during the business week of the 11<sup>th</sup> of April 2022.
- (a) The winning entrant will be contacted via email, and asked to provide a physical delivery address within Australia to ensure they are an Australian Resident, and so that their selected items can be delivered.

## **UNCLAIMED PRIZE DRAWS**

14. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these terms and conditions or forfeiting or not claiming a prize. If any prizes remain unclaimed as at 5pm AEST/AEDT by the 25<sup>th</sup> of April 2022, a second chance draw will be held at the same time and place as the original draw within five business days of the 25<sup>th</sup> of April 2022 subject to any directions given under applicable law. Any winner/s will be notified by email within 5 working days of the draw date.

#### **GENERAL**

- 15. Prize must be taken in the form of products from The Bradford Exchange up to the retail value of \$500 (five hundred) including postage charges. Prizes are not transferable or exchangeable and cannot be taken as cash. No responsibility is accepted for any variation in the value of the prizes.
- 16. The Promoter shall not be liable for Prizes being lost, stolen, damaged or tampered with in any way before they are collected by the winners or after they have been released to the winners.
- 17. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that <a href="https://www.bradford.com.au">www.bradford.com.au</a> will be available at all times during the Promotion Period.
- 18. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
- 19. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit. Once prizes have left Promoter's premises, the Promoter will not be responsible for any delay in delivery, or failure of safe delivery of prizes.
- 20. The Promoter shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of a Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

# PERSONAL INFORMATION

- 21. All entries become the sole property of the Promoter/s.
- 22. The information entrants provide (email address) will be used by the Promoter/s for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies and the Promoter and its related bodies may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via any contact details provided by the entrant without further reference or compensation to the entrant.
- 23. The Promoter may disclose Entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
- 24. Entrants can request access to update or correct their Personal Information held by the Promoter and may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter at the address stated in

- clause 4. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter.
- 25. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988, Spam Act 2003 and Community Gaming Regulation 2020 (NSW)
- 26. As of July 2020, due to the prize value being under \$10,000 The Bradford Exchange no longer requires a Single Lottery Trade Permit to conduct these promotions.