

LUV-A-DUCK - SIMPLY IMPRESSIVE LE CREUSET PROMOTION

By entering this promotion you agree to be bound by these Terms and Conditions (Terms) and the Promoter in its sole and absolute discretion may refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

Competition details

Promotion Name	Win with Luv-a-Duck and Le Creuset
Promoter	The Promoter is Luv-a-Duck Pty Ltd, (ABN 30005277412) of 228 Ingles Street, Port Melbourne, VIC 3207. www.luvaduck.com
Promotion Type	Game of skill.
Promotion Period	The Promotion will commence at 2:00PM on 1st August 2019, and closes at 11:59AM on 8th August 2019 AEST (Promotion Period).
1. Eligibility	<p>I. This promotion is open to individuals residing within Australia and aged 18 years or older. Individuals must have a Facebook account in order to access the promotional page.</p> <p>II. Employees (and their Immediate Families) of the Promoter, of Participating Stores or any of their respective parent companies, subsidiaries or affiliated companies, or any 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, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter).</p> <p>III. The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion.</p> <p>IV. Entrants must be individuals only and cannot be acting on behalf of an organisation or group. Eligible Entrants on notification of winning must provide their own legal name and confirmation of age to verify their entry in the Promotion.</p>
2. How to enter	<p>I. 'Like' the LuvaDuck Facebook Page at https://www.facebook.com/luvaduck</p> <p>A. Individuals who already 'Like' the LuvaDuck Facebook Page can proceed to Step II.</p> <p>II. Complete the required sections and comment on the competition post by answering the question: "Tell us how far you've gone to impress someone?" in 100 words or less.</p> <p>III. Read and consent to the Terms and Conditions of the promotion.</p> <p>IV. Submit their entry by 11:59AM AEST on 08/08/18.</p> <p>V. Only one entry permitted per person.</p> <p>VI. Any cost associated with accessing the Facebook Page is the entrant's responsibility and is dependent on the Internet service provider used.</p> <p>VII. Entry and participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.</p>
3. Determining the winner	<p>I. The prize winner will be determined by the Promoters judging panel and process. The decision will be made in line with the competition criteria.</p> <p>II. On close of the Promotion, judging will commence and the winning entrants will be communicated by 5pm Friday 9th August 2019 AEST.</p> <p>III. All of the Promoter's judging panel's decisions are final and binding on each person who enters the competition and no correspondence will be entered into.</p> <p>IV. Unless advertised differently, the prize winners will be notified by PM (private message) through Facebook and contacted by email or phone at the end of the Promotion.</p> <p>V. If for any reason the Promoter believes the Eligible Entrant has not complied with these Terms and Conditions of the Promotion requirements, the Promoter may, in its sole and absolute discretion, refuse to award a Prize.</p> <p>VI. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.</p> <p>VII. The prize winners must respond to the request for contact details from the Promoter within 5 business days of being contacted in order to claim their prize. Should the prize winner not respond within the time limit, the Promoter is within rights to contact the next eligible winner.</p> <p>VIII. If for any reason the Promoter believes the Eligible Entrant has not complied with these Terms or the Promotion requirements, the Promoter may, in its sole and absolute discretion, refuse to award a Prize.</p>
4. Prize details	<p>I. There are 3 x individual prizes for the best valid entries, as determined by the judges, with each individual prize award; 1 x Le Creuset Cast Iron Heart Casserole Cerise 16cm/ 1.2L. SKU#21105160602460.</p> <p>II. Individual prize is valued at \$369.00 RRP.</p> <p>III. Total prize pool is valued at \$1,107.00 RRP.</p> <p>A. Dollar values are in Australian Dollars and inclusive of GST.</p> <p>IV. The Prize cannot be exchanged, transferred, redeemed for cash or sold.</p> <p>V. The Prize must be taken as offered and cannot and will not be varied.</p> <p>VI. The Promoter is not responsible or liable for any damage in the redemption of their prize.</p> <p>VII. If for any reason the prize winner does not redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.</p> <p>VIII. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal or greater value.</p>
5. Monitoring and moderation	<p>I. The Promoter reserves the right to monitor and moderate all entries.</p> <p>II. The Promoter reserves the right, at any time, to verify the validity of entries and entrants 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.</p> <p>III. The Promoter reserves the right to remove any entries considered to be of an offensive or defamatory nature.</p> <p>IV. The Promoter reserves the right, in its sole and absolute discretion, to remove any entries that it considers to go against the spirit of the competition.</p> <p>V. Incomplete or indecipherable entries will be deemed invalid.</p>

General Conditions

1. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
2. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition, as appropriate.
3. 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. 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.
4. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
5. The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
6. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
7. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
8. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised 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 the prize.
9. 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, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law
10. As a condition of entering this promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
11. Entrants irrevocably consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
12. The Promoter is bound by the Privacy Act 1988 (Cth) and it's privacy policy which is located at: <http://www.luvaduck.com.au/privacy-policy> If entrants have any concerns or queries about the way their personal information is managed by the Promoter or wish to seek access to, or correct, personal information held by the Promoter, they should contact the Promoter by telephoning its customer service call centre on 1300 649 000 or contact its Privacy Officer via hrmanager@luvaduck.com.
13. In addition to the privacy term set out above, there is a ticked "opt in" box on the websites entry form page confirming that the entrant agrees to receive future marketing communications from Luv-a-Duck. If the entrant does not wish to receive future communications by Luv-a-Duck, the entrant must untick to "opt in" box.
14. 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 and prize suppliers. 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.
15. 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 State 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.
16. 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, unauthorised 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 (g) taking of or participation in the prize.
17. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.