

# EDWARD ST

## TERMS & CONDITIONS OF ENTRY

1. Information on how to enter and the Prize form part of these Terms & Conditions of Entry. By entering or participating in this Competition, each participant fully and unconditionally agrees and acknowledges that these Terms & Conditions of Entry and the decisions of the Promoter on all matters relating to this Competition are final.
2. By entering into the competition and agreeing to the competition Terms And Conditions the entrants agree to be contacted Edward Street Brisbane and Mitchell Ogilvie.

## WHO CAN ENTER

3. Subject to these Terms & Conditions of Entry, entry is open to all Queensland residents over the age of 18.

## RESTRICTIONS ON ENTRY

4. Employees, Directors (and their immediate families) of Edward Street Brisbane or their related companies, contractors and agencies are ineligible to enter. Entrants can only enter in themselves.
5. The prize is valid for participating retailers on Edward Street Brisbane only.

## VERIFICATION OF ENTRY

6. The Promoter (or a person nominated by the Promoter) reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence and proof of purchase) and to disqualify any entrant who submits an entry that is not in accordance with these Terms & Conditions of Entry 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.

## COMPETITION PERIOD

7. The Competition opens at 09:00am (AEST) on 20 August 2021 and closes at 11:59pm (AEST) on 31 August 2021.

## COMPETITION PRIZE

8. There is one individual prize to be won consisting of: • A bespoke suit valued at \$1000 voucher from Mitchell Ogilvie.

## HOW TO ENTER AND ENTRY CONDITIONS

9. To enter, participants must, during the Promotion Period: must supply their email address upon entry to be shared with Edward Street Brisbane and Mitchell Ogilvie.
10. No responsibility will be taken for misdirected entries.
11. Entries that do not comply with these Terms & Conditions of Entry will be deemed ineligible.
12. The Promoter reserves the right to disqualify any entrant for tampering with the entry process, for engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or for submitting an entry that is not in accordance with these Terms & Conditions of Entry.

## PRIZE DRAWS

13. The Prize draw will take place at COCOM PR, on 1 September 2021, at 10:00am AEST.
14. The winner will be notified by email within 2 business days of the draw. The Promoter reserves the right to publish the winner on the Edward Street Brisbane website and or social platforms.
15. The Promoter's decision is final and no correspondence will be entered into regarding the Competition result.
16. The Promoter will have no liability for a winner's failure to receive notices due to winner's spam, junk email or other security settings or for a winner's provision of incorrect or otherwise non- functioning contact information.

## PRIZE RESTRICTIONS

17. The Prize (or any component of the Prize) must be taken as offered and is not exchangeable, transferable, redeemable for cash or for resale. In the event for any reason the Prize winner does not take any component of the Prize within the time stipulated or in accordance with these terms and conditions then that component will be forfeited by the Prize winner and cash will not be supplied in lieu of that component of the Prize. Where a component of the Prize is unavailable for any reason, the Promoter may substitute another comparable component of equal or higher value as determined by the Promoter in its sole discretion.
18. Prize values are GST inclusive and are in Australian dollars. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing. The Promoter accepts no responsibility for any variation in Prize value.
19. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
20. The Promoter accepts no responsibility for any tax implications that may arise from winning the Prize. Independent financial advice should be sought.
21. The Prize must be taken as stated and no compensation will be payable if the winner is unable to use the Prize as stated.

#### **COLLECTION OF PERSONAL INFORMATION**

22. By participating in the Competition entrants agree that Edward Street Brisbane, may use the entrant's personal information for the purposes of running the Competition and awarding Prizes, and in the event the entrant is a winner, Edward Street Brisbane may publish the winning entrant's name and locality in any media, as required under applicable state and territory legislation.
23. If an entrant opts in to receive further communications from Edward Street Brisbane, we may use the entrants' e-mail addresses for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose.
24. Edward Street is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of Edward Streets privacy policy can be viewed at [www.edwardstreetbrisbane.com.au](http://www.edwardstreetbrisbane.com.au). To request access to, or to update, personal information the Promoter holds about them, Entrants can contact the Promoter in writing at [hello@edwardstreetbrisbane.com.au](mailto:hello@edwardstreetbrisbane.com.au).

#### **DISCLAIMER AND RELEASE**

25. Certain legislation may imply warranties or conditions or impose other obligations including statutory consumer guarantees which cannot be excluded, restricted or modified except to a limited extent. To the extent permitted by law, the Promoter excludes all guarantees, warranties, conditions or other terms that apply under or are implied by statute, common law or trade custom or usage.
26. If in the conduct of this Competition the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Australian Consumer Law or is implied by any other Commonwealth, State or Territory law that cannot be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
27. To the extent permitted by law, each entrant and the Prize winner (including any person that consumes the Prize with the Prize winner) irrevocably waives all rights against the Promoter and its related companies, its employees, servants, agents, independent contractors or representatives (together, the 'Indemnified Persons') and releases and discharges the Indemnified Persons from all claims, liability, costs, expenses, damages or losses (whether direct, indirect or consequential and whether arising under statute, from negligence, personal injury, death, property damage or otherwise) arising from or in connection with the Competition or the Prize. These terms do not limit or exclude liability to the extent that liability cannot, by law, be limited or excluded.
28. To the extent permitted by law, neither the Promoter nor any of its related companies or associated agencies accepts any liability to the prize winner(s) or anyone else for any injury, damages, expenses or loss whatsoever (including without limitation loss of profit, revenue or business and indirect, consequential, special or incidental loss or damage), relating to entry into the Competition or which is sustained in the course of accepting or using a prize.

#### **THE PROMOTER**

29. The Promoter is Edward Street Brisbane Collective.