



Competition Terms and Conditions – SOLOMAN AND LACEY DANCING ON DIAMONDS VINYL GIVEAWAY COMPETITION. Information on how to enter and the prizes form part of these terms and conditions. These terms and conditions constitute the entire agreement between each entrant and Promoter. Entry into the competition (Competition) is deemed acceptance of these terms and conditions.

2. The promoter is Gary Phillipson PO BOX 607 NORTHCOTE Vic 3070

3. The Competition commences at 8:30pm AEST on Friday 6<sup>th</sup> October 2017 and concludes at 6:00pm AEST on Wednesday 20<sup>th</sup> December 2017 (Competition Period). Promoter may extend the closing date in its sole discretion. All entries are deemed to be received at the time of receipt NOT at the time of sending by entrants. Late entries will not be eligible. One prize winner will be drawn at random on Friday 22<sup>nd</sup> of December 2017 and the winner notified within 48 hrs. (The Prize is one Soloman and Lacey Vinyl LP Dancing on Diamonds valued at approximately AU\$300.

#### Eligibility

4. Entry is open to everyone over 16 years of age Employees and agents of Promoter and their immediate families are not eligible to enter the Competition.

#### How to enter

5. To enter the Competition, entrants must complete all four of the following:

A. Tag one friend on our Soloman and Lacey's facebook competition post

<https://www.facebook.com/solomanandlacey/>

B. Click on and Like Soloman and Lacey's facebook page

<https://www.facebook.com/solomanandlacey/?ref=bookmarks>

C. Join their email mailing list at

<https://www.solomanandlacey.com/>

D. Follow Soloman and Lacey on Instagram

[https://www.instagram.com/soloman\\_and\\_lacey/](https://www.instagram.com/soloman_and_lacey/)

(The Prize is a Soloman and Lacey Vinyl LP Dancing on Diamonds valued at approximately AU\$300)

6. The entries will be judged by no later than 6.00pm AEST on, 22<sup>nd</sup> December 2017. The Winner will be notified by email according to the email address provided with their Entries. Further details relating to Prize redemption will be provided at this time.

7. The Winner is only entitled to the relevant Prize as outlined above and is not entitled to any additional prize or cash reimbursement to compensate for any difference in actual Prize redemption cost and maximum value. No Prize is transferable nor can any Prize be taken as cash other than as specifically set out in these terms and conditions. No compensation is payable if the Winner cannot receive any aspect of a Prize for any reason.

8. The Promoter will not be responsible for any costs associated with winning a Prize unless specifically stated in these terms and conditions. The Prize does NOT include additional expenses, including but not limited to airfares, other transportation costs,.

9. Promoter's decision in relation to any aspect of the Competition is final and binding on every person who enters and no correspondence will be entered into.

10. If any Winner cannot be contacted within two (2) calendar days of first notification attempt, if the Prize notification is returned as undeliverable, if a Winner rejects the Prize, or in the event of noncompliance with these rules, the Prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. Upon Prize forfeiture, no compensation will be given.

11. If for some reason beyond Promoter's control, it is not possible to supply a Prize as advertised, Promoter will be entitled to supply a substitute prize in Promoter's discretion. If the Competition is not capable of running as planned due to any reason (including, but not limited to fraud, a state of emergency, natural disaster, war, technical failures or any other causes) Promoter reserves the right without liability to the entrants to cancel, modify, terminate or suspend the Competition.

#### General Terms

12. Entries must not post or contain references which are disparaging, obscene, crude or vulgar, and/or which contain phone numbers, personal addresses (physical or email), Web site URLs, derogatory characterisations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behaviour or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Promoter, in its sole discretion. Promoter may delete any entries it deems offensive or inappropriate in its discretion and such entries will be disqualified from the Competition.

13. By entering the Competition, unless stated otherwise by the entrant, entrants agree that the Promoter may use the entrant's contact details in any media for future competitions, marketing or publicity purposes without further reference or consent. Promoter will collect personal information about entrants for the purposes of conducting the Competition and awarding the prizes. In accordance with the Australian Privacy Principles in the Privacy Act 1988 (Cth), entrants have a right to access most of the information Promoter holds about them. Please refer to Promoter's privacy policy on [www.sonymusic.com.au](http://www.sonymusic.com.au) for further details.

14. All entries become the property of Promoter and each entrant acknowledges that Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries.

15. Under the Australian Consumer Law (Cth) and other statutes there are some warranties and conditions that cannot be excluded, restricted or modified or can only be excluded, restricted or modified to a limited extent. Promoter excludes all warranties and conditions to the extent allowable by these laws. Promoter accepts no liability or responsibility of any kind for any defect with the Prize nor for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) which is suffered or sustained in connection with the Competition or a Prize in any way to the fullest extent allowable by law.

16. Promoter is not responsible for any misdirected, late or incomprehensible entries in the Competition. Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading or uploading any materials in this Competition.

17. Promoter is not responsible for any tax implications that may arise from winning a Prize. Entrants should seek independent financial advice about such matters.

18. Prizes will be awarded to person named in the entry. However, in a dispute, Prizes will be awarded to the account holder of the entry mechanism used to submit their Entry.

19. Promoter in its absolute discretion reserves the right to verify the validity of all entries and to disqualify entrants if they tamper with the entry process including but not limited to submission of an entry not in accordance with these terms and conditions or where Promoter reasonably believes that an entrant has acted in bad faith in respect of the competition.