

## **Jane's Gift by Creative Jane –Terms and Conditions**

### **General Terms of Entry**

By entering **Jane's Gift by Creative Jane**, you agree to the following conditions:

Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.

The promoter is Creative Jane Graphic Design, Frederickton, NSW 2440.

### **How to Enter**

Eligible Entrants who successfully complete **Jane's Gift by Creative Jane** application, within the promotional period, will be entered into the competition. The competition is only open to those set out under 'Eligibility'. Entry is available through the Creative Jane Graphic Design website during the promotional period.

### **Conditions of Entry**

#### **Eligibility**

Entry is open to Australian not for profit and non-profit charities, social and sporting organisations in Queensland and New South Wales (Eligible Entrants) excluding directors, management, employees (and their immediate families) of the Promoter, its related bodies corporate and employees of the Promoter and its related bodies corporate.

Eligible Entrants who are under 18 years of age at the date of completing the entry application must have permission from their parent or legal guardian to enter.

The promotion commences at 9:00 am (AEST) on 1<sup>st</sup> August 2015 and closes at 5.00 pm (AEST) on 31st August 2015 (Promotion Period).

### **Competition entry**

- 1 To enter the competition, Eligible Entrants must complete the following steps during the Promotion Period:
  - a) Visit the Creative Jane Graphic Design website at [www.creativejane.com.au](http://www.creativejane.com.au)
  - b) Successfully complete the **Jane's Gift** application
2. All entries must include the Entrant's contact details including full name, email address and telephone number so they can be contacted if they are the prizewinners.
3. Incomplete, indecipherable, or illegible entries will be deemed invalid and will be rejected. The Promoter reserves the right to disqualify any entry where it reasonably suspects that such materials are prohibited by these terms and conditions, any relevant law, or are otherwise deemed inappropriate. This is at the Promoter's absolute discretion and discussions will not be entered into.
4. The Promoter reserves the right to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and reserves the right to disqualify any Eligible Entrant for tampering with the entry process or for submitting an entry that is not (in the reasonable opinion of the Promoter) in accordance with these

terms and conditions. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

5. The Promoter is not responsible for any technical malfunction of any communications network or any lost, late, delayed, ineligible, incomplete, corrupted or misdirected entries, howsoever caused.

## **Judging**

6. There will be one winner in total, judged and selected by Creative Jane Graphic Design on the 8th of September of 2015.
7. The winner will be the most compelling entry received by the Promoter, and will satisfy the eligibility requirements as set out in these Terms and Conditions.
8. This is a game of skill and chance plays no part in determining the winner. Each entry received during the Promotion Period will be judged based on the merits of the application.
9. The successful entrant will be notified by phone or email no later than 5:00pm on Wednesday 9th September 2015.
10. The decision of Creative Jane Graphic Design is final and correspondence regarding the result will not be entered into.
11. It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize.

## **The Prize**

12. There is one prize in total, valued at 10 hours of graphic design time, supplied by Creative Jane Graphic Design.
13. The 10 hours of graphic design time can be used to create any promotional materials, including Logos and Branding, Marketing and Advertising, Signage and Stickers items.
14. The winner of **Jane's Gift**, and the final artwork will be promoted on the Creative Jane Graphic Design website, Facebook page and e-newsletter.
15. The prize will be redeemable through Creative Jane Graphic Design only.
16. The prize is not transferable or redeemable for cash or other goods and services.
17. In the event of a prize winner being unable to satisfy these terms and conditions, forfeiting or not claiming a prize within five days of being notified by the Promoter that they are a prize winner, the Promoter reserves the right to award the prize to the Eligible Entrant whose entry was received next in time after the entries of other prize winners.
18. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this promotion.
19. The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

20. The exclusion of liability in clause 22 does not apply to limit or exclude liability: a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; or b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated.
21. This promotion is in no way sponsored, endorsed or administered by, or associated by any third party. Eligible Entrants understand and agree that they are providing their information to the Promoter, and not to any third party.
20. Creative Jane Graphic Design collects personal information about entrants for the purpose of running this competition. Entry details remain the property of the Promoter. Eligible Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, and agree their personal information will be added to the Creative Jane database. Without limiting the foregoing Eligible Entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at [www.creativejane.com.au](http://www.creativejane.com.au). If there is a dispute as to the identity of an Eligible Entrant, the Promoter's decision in deciding whom to award the prize to is final.