

**Williams-Sonoma Australia Pty Ltd**

**West Elm Monthly Competition**

**Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The Promoter is Williams-Sonoma Australia Pty Ltd (ABN: 75 157 917 783) of c/o DLA Piper, Level 38, 201 Elizabeth Street, Sydney NSW 2000, Australia, Phone +61 2 9286 8509.
3. Entry is open to all residents of Australia who are 18 years of age or over. However, employees and their immediate families of Williams-Sonoma Australia Pty Ltd and their associated agencies and companies are not eligible to enter.
4. The monthly competition commences on 1/01/21 and concludes on 30/06/21.
5. To enter, participants must visit [westelm.com.au](http://westelm.com.au), submit their email address and sign up to receive marketing emails from West Elm.
6. Illegible, incomprehensible and incomplete entries will be deemed invalid.
7. Participants may enter the competition once only. Entry is open to new email subscribers only.
8. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
9. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry are of a type described in this clause.
10. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason
11. Any entry that is made on behalf of an Entrant by a third party will be invalid.
12. The prize includes: 1 x \$100 West Elm gift card.

13. Total prize pool is \$600.00 (including GST).
14. The prize is not transferable or exchangeable, nor is the prize redeemable for cash. The promoter is not responsible for any lost or stolen gift cards.
15. Prize does not include shipping or delivery costs. All other expenses become the responsibility of the winner. No prohibited prizes will be given away.
16. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
17. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
18. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
19. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
20. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize. The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
21. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
22. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
24. The prize draw will run on a monthly basis. Each valid entrant who has entered the competition from 00:01 on the first day of the calendar month until 23:59 on the last day of that calendar month will be entered into the prize draw for that calendar month.
25. There will one monthly prize winner drawn from all valid entries. The draw will take place at Williams-Sonoma Australia Pty Ltd, Suite 202, Level 2, 2 Grosvenor St, Bondi Junction 2022 within 7 days of the end of each calendar month.

26. The winners will be notified within 2 days of each draw. The winners will be notified of their prize by email.

27. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).

28. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.

29. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Williams-Sonoma Australia Pty Ltd, Suite 202, Level 2, 2 Grosvenor St, Bondi Junction 2022 three months after each draw date. The winners will be notified by email within 2 days of the draw.

30. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.

31. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

32. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

33. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

34. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user 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.

35. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

36. Williams-Sonoma Australia Pty Ltd and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission,

communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

37. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

38. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent. The information will be used for the purposes specified in paragraphs 19, 20, 39 and 40 (and any other anticipated purposes) without the need to obtain further consent. There should also be a link to the Privacy Policy on the Microsite pursuant to which the personal information will be collected, stored, used and disclosed and a statement to the effect that by entering into the competition the entrants will be deemed to have accepted the Privacy Policy.

39. By entering this competition, entrants agree to receive marketing emails from West Elm. Entrants may unsubscribe from these emails at any stage by following the instructions contained in the footer of the marketing emails.

40. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.