

Living Edge and Herman Miller Australia Hang-It-All Pride Edition Competition

Terms and Conditions.

1. Participation in this promotion is deemed acceptance of these Terms and Conditions. Information on how to enter and the prize form part of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. The Promoter Living Edge (Aust) Pty. Ltd. ABN 63 603 725 891 and Herman Miller Australia ABN 35 004 552 916.
4. Employees of the Promoter and immediate families, participating brands with this promotion are ineligible to enter.
5. Promotion commences at 12.00pm AEDT on Monday 1st March 2021 and ends at 10.00am on AEDT on Monday 8th March 2021. ("Promotional Period").
6. To enter, individuals must visit the Living Edge website (www.livingedge.com.au), enter their details in the online competition form and join the Living Edge and Herman Miller Australia email list (Name, email, phone) and follow @livingedge and @hermanmilleraustralia on Instagram.
7. Only one (1) entry is permitted per person.
8. Indecipherable or incomplete entries will be deemed invalid.
9. 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 reserves the right, at its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, at its sole discretion, to determine the identity of the entrant.
11. The draw will take place on Monday 8th March 2021 at 4:00pm AEDT. The will be announced on Living Edge Facebook page and Living Edge Instagram stories on Tuesday March 9th 2021.
12. The judges may select additional reserve entries, and record them in order, in case of an invalid entry or ineligible entrant or the prize remains unclaimed as at Monday 10th May 2021 (in which case the prize will be awarded to the first valid reserve entry).
13. The winner will be notified via phone and/or email no later than Tuesday March 10th 2021.
14. This is a game of chance. Winner will be randomly selected.
15. The Promoter's decision is final, and no correspondence will be entered into.
16. The prize is valued at up to \$400 + standard delivery to a metro location in Sydney, Melbourne, Brisbane or Perth.

17. If within 14 days of judging, the Promoter is unable to make contact with the winner to claim the prize, the winner will forfeit the prize in its entirety. The Promoter is not liable for a winner who cannot be contacted.

18. Total individual prize is \$400. https://livingedge.com.au/storage/wall-hooks-coat-stands/herman_miller-eames_hang-it-all_pride_edition/HM-HIAPRD91.html

19. The prize is not transferable or exchangeable for cash or gift voucher.

20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, at its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

21. 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 States 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.

22. 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 (f) use of a prize.

23. As a condition of accepting a prize, the winners must sign any legal documentation 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.

24. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://livingedge.com.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.