

Terms and Conditions – Preloved Clothing Market Spring-time Giveaway Promotion

1. Information on how to enter the **Preloved Clothing Market Springtime Giveaway Promotion (Promotion)** forms part of the terms of entry. Entry into the Promotion is considered acceptance of these Terms and Conditions (**Terms and Conditions**).
2. The **Promotor** is The Preloved Clothing Market, ABN 117 720 271 40
3. The Promotion runs from 5pm Sunday 3 September to midnight AEDST Thursday 30 November, 2017 (**Promotion Period**).
4. Entry is open to:
 - a. Anyone who **LIKES** the Preloved Clothing Market Facebook page for the first time during the Promotion Period; and
 - b. An existing Preloved Clothing Market Facebook page fan when they recommend a friend who then **LIKES** this page.
5. Information about the Promotion can be found on the Preloved Clothing Market website www.prelovedclothing.com.au/
6. The Prize winner will be announced on the Promotor's Facebook and Instagram sites.
7. The Prize winner must be able to redeem the Prize within the period as stated at clauses 11, 12, and/or 13 below, respectively (**Prize Redemption Period**).
8. September's prize giveaway is a Preloved Clothing Market Quay Spa Facial Voucher (valued at \$150) (**September Prize**).
9. October's prize giveaway is a Preloved Shopping Voucher (valued at \$100) (**October Prize**).
10. November's prize giveaway is a Christmas Complimentary Double Market Stall (valued at \$40) (**November Prize**).
11. Redemption of the September Prize is valid as dated by Quay Spa.
12. Redemption of the October Prize is valid at any Preloved Clothing Market held between Wednesday 1 November, 2017 and Monday 30 April, 2018.
13. Redemption of the November Prize is at the Christmas Twilight Preloved Clothing Market, Saturday 16 December, 2017.
14. The Promotor will endeavour to contact the Prize winner on Facebook or Instagram. In the event the winner does not respond to these enquiries within 5 days of the draw, or cannot accept the Prize, the Prize will be forfeited by that winner and another name will be drawn and awarded the Prize and so on until a valid winner is found who is able to accept the Prize. The Prize cannot be transferred to another person or date unless determined by the Promotor.
15. The Promotor's decision is final, and the Promotor will not enter into correspondence regarding the result.
16. If the Prize is unavailable, for whatever reason, the Promotor reserves the right to substitute the Prize for a prize of equal or specified value, subject to Tasmanian State Government Regulations.
17. The Prize will be awarded to the person named in the entry.
18. The Prize is forfeit if, without prior Promotor consent, it remains unredeemed within the Prize Redemption Period.
19. The Prize winner consents to the publication of their name in the Promotor's newsletter, Facebook and any other media for the purposes of promoting the Promotion.
20. 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 Promotor (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.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promotor (including its respective officers) 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, occurring in Tasmania, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promotor'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 Promotor) due to any reason beyond the reasonable control of the Promotor; (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) taking/use of and/or participation in the Prize.
22. The Promotor collects personal information (**PI**) in order to conduct the Promotion and may share that PI with third parties for the purposes of providing the Prize.