

TERMS & CONDITIONS – BERKOWITZ Subscribe & Win Promotion – May 2022

1. Information on how to enter and the Prize form part of these Conditions of Entry. Entry into this competition is deemed acceptance of these Conditions of Entry. Photos contained in materials used to promote this competition are for illustrative purposes only.
 2. The Promoter is Berkowitz Furniture, 79 Rushdale st, Knoxfield 3180, ABN 8576909219
 3. Entry is only open to all Australian residents over the age of 18 years. Employees of the Promoter and its agencies associated with these competitions, and their immediate families, are ineligible to enter.
 4. This promotion is a judged competition. To participate in the competition, each eligible entrant must, during the Promotional Period, subscribe to the Berkowitz newsletter at www.berkowitz.com.au/giveaway/.
 5. Competition commences at 9.00am (AEDT) on 26/04/22 and closes at 11.59pm (AEDT) on 31/05/22 (the Promotional Period). Winner will be drawn on 01/06/22 at 11.00am (AEDT). The Judges' decision is final and no correspondence will be entered into. The winner will be notified by email or phone within 2 business days.
 6. If the Prize is not claimed, or the winner cannot be contacted by 15/06/22, the Prize will be awarded to the next winner drawn in the same manner as detailed above.
 7. 1 x winner will win 1 x IMG Nordic 21 Recliner (size: large, choice of colour: pending on availability at the time). The winner will be drawn randomly from a digital draw.
 8. Total Prize value is AUD\$2,499.
 9. Only the Prize listed will be offered to the winner; alternative options will not be offered by Berkowitz. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize.
 10. The additional 5% off sale price is not valid on clearance products, Stressless promotional models including Consul and Sunrise, IMG promotional everyday low specials.
 11. The additional 5% off sale is valid for single use against a transaction at berkowitz.com.au, excluding delivery charges.
 12. The sale is not valid on past orders, prior to the start date of 27/04/2022, and will not be valid after 31/05/2022.
 13. The Promoter and its associated agencies and companies shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with using the prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter and its agents associated with this Promotion take no responsibility if the Prize is damaged or lost in transit.
 14. If for any reason this competition is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right to cancel, terminate, modify or suspend the competition or disqualify any individual who tampers with the entry process.
 15. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, 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 entrants or any other person's computer related to or resulting from participation in or uploading any materials in this competition.
 16. Participants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
 17. 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy. 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 entrant's PI to any entity outside of Australia.
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