

Further Details

Competition Terms and Conditions

Game of Chance - BERNINA \$1,000 Gift Voucher

1. By purchasing a BERNINA ACADEMY 2024 class ticket, entrants are automatically entered into the draw and deemed to have accepted these terms and conditions.
2. The Promoter is BERNINA Australia Pty Limited ABN 97 003 227 629, Unit 10, 15 Carrington Road, Castle Hill, 02 9899 1188, promotions@bernina.com.au.

ENTRY PERIOD

3. Competition entries open at 12:00am AEST on 14/05/2024 and ends at 5:00pm AEST on 28/09/2024 (**Competition Period**).

WHO CAN ENTER THE DRAW

4. You are eligible to enter the Competition if you are:
 - 4.1 An Australian resident; and
 - 4.2 aged 18 years or over (**Eligible Entrants**)

INELIGIBLE ENTRANTS

5. Ineligible Person means any director, manager, employee of the Promoter, retailers, suppliers, associated entities and agencies associated with this Competition, or any immediate family member of any of those persons.

HOW TO ENTER THE COMPETITION

6. To enter, Entrants must, during the Competition Period:

Purchase a BERNINA Academy 2024 class ticket from the BERNINA Academy 2024 Event website to receive an entry in the draw. Previous class ticket purchases from 14/05/24 are automatically entered.
7. Multiple entries are permitted and are based on the number of class tickets purchased. An entry is received for each class ticket purchased.

DRAW DATE AND TIME

8. All valid entries will be included in the draw.
9. The draw will take place at 11:00am AEST on 01/10/2024 at Unit 10, 15 Carrington Road, Castle Hill (**Prize Draw Date**).
10. The first valid entry randomly drawn will be the winner of the prize (**Winner**).

The Prize will be announced and in accordance with clause 20 below. Winning is not contingent on being present at the draw.

11. The Prize Draw will be scrutinised by an independent person, unless an exemption is granted by a regulatory authority.

PRIZE

12. The Prize is **\$1,000 BERNINA Gift Voucher**

The prize is a gift voucher to be used solely on BERNINA or bernette products at the winner's nominated Authorised BERNINA Dealership for the value of up to AUD\$1,000 (**Prize**). The voucher is valid until the expiry date specified on the gift voucher or by the gift voucher provider. The gift voucher is not transferable or redeemable for cash and must be redeemed within 6 (six) months of the issued date. The Promoter will not be responsible for any gift voucher that is lost or stolen.

13. All taxes (excluding GST), which may be payable as a consequence of receiving the prize, are the sole responsibility of the winner.
14. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using the Prize, except for any liability which cannot be excluded by law.
15. Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with the Prize supplied by the prize supplier, or the conduct of the prize supplier.

PRIZE DELIVERY

16. Prize will be arranged with the winner's nominated Authorised BERNINA Dealership within 30 days.

PRIZE SUBSTITUTION

17. In the event that the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.

WINNER NOTIFICATION AND PUBLICATION

18. Winner will be notified within 7 days.
19. Winner will be notified by phone or in writing by email to the email address or phone number submitted at the time of entry.
20. The Winner's details, First Name & Australian State/Territory only, will be published on the Promoter's website for a minimum of 28 days on and from 10/10/2024.

UNCLAIMED PRIZE DRAW

21. The prize will be distributed after the competition closes.
22. The Promoter will make reasonable efforts to identify and locate the Prize winner.
23. If the Prize (other than perishable prizes) remain unclaimed within three months after Prize Draw, an unclaimed prize draw will be held at BERNINA Australia Pty Limited, Unit 10, 15 Carrington Road, Castle Hill on 14/01/25 at 11:00am AEDT subject to the approval of any necessary regulatory authority (**Unclaimed Prize Draw**).
24. Winner of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 19 above. Winner's name will be published in the same manner as set out in clause 20 above.
25. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion.

USE OF ELIGIBLE ENTRANT'S PERSONAL INFORMATION

26. By entering this Competition, Entrants consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes. Eligible Entrants agree that the Promoter may use this information for that purpose.
27. Entrants may access, change or update their personal information by emailing the Promoter at berninaacademy@bernina.com.au or by phone at 02 9899 1188 during office hours. A copy of the Promoter's Privacy policy is available at www.bernina.com.au. The Privacy Policy contains information about how individuals may access or correct personal information or make a privacy-related complaint.

PUBLICITY

28. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

GENERAL CONDITIONS

29. The Promoter's decision is final and binding and no correspondence will be entered into.
30. Should an Entrant's contact details change during the Competition Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to Promoter.
31. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition 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 Competition.
32. The Winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any variation in market value to that stated in these terms and conditions;
 - (c) any tax implications; or
 - (d) the Prize or use of the Prize.
33. If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.
34. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any directions from a regulatory authority.