

Terms & Conditions

GOLDELUCK'S DESSERTS

Goldeluck's x K-fee Valentine's Day Giveaway

1. Information on how to enter forms part of these Terms & Conditions. Participation in this Valentine's Day Giveaway ("Competition") is deemed acceptance of these Terms & Conditions.
2. This promotion is only available on:
 - Goldeluck's Desserts Facebook page: <https://www.facebook.com/goldelucksdoughnuts>
 - Goldeluck's Desserts Instagram page: https://www.instagram.com/goldelucks_au/
 - Goldeluck's Desserts TikTok page: <https://www.tiktok.com/@goldelucks?>

ELIGIBILITY

3. Subject to condition 3, this Competition is open to all residents of Australia. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all Terms & Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
4. The following are ineligible: (i) employees of the Promoter or any of the Promoter's retailers or agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

COMPETITION PERIOD

5. This Competition is valid from 8:30am on Monday 8 February, 2021 Australian Eastern Daylight Time ("AEDT") until 11:59pm on Wednesday 10 February, 2021 AEDT ("Competition Period").

HOW TO ENTER

6. To enter this Competition, eligible individuals must complete the following: a. Visit the Goldeluck's Desserts Facebook page, Instagram page or TikTok page. b. "Like" the competition post. c. Leave a comment on the competition post responding to the following prompt:

"Leave a comment tagging who you would gift this to AND letting us know what your Valentine's Day pick-up line would be!"

7. At the end of the Competition Period, the Promoter will select one (1) winner based on which entry has given the best pick-up line.
8. The winner will be announced in a Facebook post Thursday 11 February, 2021 following the Competition Period.
9. The winner will be notified via private message on Thursday 11 February, 2021.
10. The winner will need to respond by 3:00pm on Thursday 18 February, 2021 AEDT and provide the relevant personal details (including but not limited to: full name, email address, contact number and delivery address) in order to claim their prize.
11. In the event that the winner does not claim their Prize before the expiry date, the winner will forfeit their right to the Prize.
12. Redemption of the Prize is subject to any Terms and Conditions of the issuer including those specified on the Prize.

LIMITS ON ENTRY

13. Individuals may enter an unlimited number of times during the Promotional Period across Facebook, Instagram and TikTok.
14. Individuals must tag a unique account and leave a different response in order to submit an additional entry.

PRIZE

15. The prize will consist of:
 - 1x \$100 Goldeluck's digital gift card (value of \$100.00),
 - 1x K-fee Twins II machine (value of \$219.00),
 - 120x 'Feel the Passion' pods (value of \$71.88).
16. The total prize pool is valued at \$390.88.
17. Unused portions of the Prize cannot be redeemed for cash.

GENERAL

18. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. 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, in 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.
20. This is a game of skill, and chance plays no part in determining the winners. The Promoter's decision is final and no correspondence will be entered into.
21. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or TikTok. Entrants understand that they are providing their information to the Promoter and not to Facebook, Instagram or TikTok. The information an Entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook, Instagram or TikTok. Facebook, Instagram and TikTok will not be liable for any loss or damage or personal injury which is suffered or sustained by an Entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
22. Any cost associated with accessing the promotional website (Facebook, Instagram, TikTok), whether via a standard computer or mobile device is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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 correspondence that is late, lost, altered, damaged or misdirected

(whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

24. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australia's regulatory authorities. The Promoter may use the entrant's personal details for any marketing, promotional or publicity purposes that are related to this competition.
25. By accessing this promotion, entrants agree to let the promoter use their full name on the promotion application itself, social media networks, website and anywhere else deemed appropriate by the promoter.
26. The Promoter is Goldelucks Pty. Ltd. (ABN: 68 602 615 323) of 15 The Mall, Croydon South, VIC 3136 ("The Promoter").