

Join the Soirée – 12 Days of Christmas Terms and Conditions

1. Information on how to enter the Join the Soirée – 12 Days of Christmas Competition (**Promotion**) and prizes form part of these Terms and Conditions. Promoter is FMHW Pty Ltd ABN: 89 601 910 776 trading as Fackelmann Housewares of 90B Euston Road Alexandria NSW 2015.

2. Entry is only open to Australian residents who are aged 18 years and older, and who are registered as “following” the official Stanley Rogers Instagram page (<https://www.instagram.com/stanley.rogers/>) during the Promotion Period (see clause 4 below) (**Entrants**). Employees and the immediate families of the Promoter and its agencies associated with the Promotion are ineligible.

3. The Promoter reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions.

4. The Promotion consists of a number of individual competitions (each a **Competition**) and runs during the following periods (each a **Competition Period**):

Competition Number	Opening Date	Closing Date	Competition Judging Date and Announcement Date
Competition 1	12:00am AEDT Friday 1 December 2023	11:59pm AEDT Sunday 3 December 2023	Monday 4 December 2023
Competition 2	12:00am AEDT Sunday 3 December 2023	11:59pm AEDT Tuesday 5 December 2023	Wednesday 6 December 2023
Competition 3	12:00am AEDT Tuesday 5 December 2023	11:59pm AEDT Thursday 7 December 2023	Friday 8 December 2023
Competition 4	12:00am AEDT Thursday 7 December 2023	11:59pm AEDT Saturday 9 December 2023	Sunday 10 December 2023
Competition 5	12:00am AEDT Saturday 9 December 2023	11:59pm AEDT Monday 11 December 2023	Tuesday 12 December 2023
Competition 6	12:00am AEDT Monday 11 December 2023	11:59pm AEDT Wednesday 13 December 2023	Thursday 14 December 2023
Competition 7	12:00am AEDT Wednesday 13 December 2023	11:59pm AEDT Friday 15 December 2023	Saturday 16 December 2023

Competition 8	12:00am AEDT Friday 15 December 2023	11:59pm AEDT Sunday 17 December 2023	Monday 18 December 2023
Competition 9	12:00am AEDT Sunday 17 December 2023	11:59pm AEDT Tuesday 19 December 2023	Wednesday 20 December 2023
Competition 10	12:00am AEDT Tuesday 19 December 2023	11:59pm AEDT Thursday 21 December 2023	Friday 22 December 2023
Competition 11	12:00am AEDT Thursday 21 December 2023	11:59pm AEDT Saturday 23 December 2023	Wednesday 3 January 2024
Competition 12	12:00am AEDT Saturday 23 December 2023	11:59pm AEDT Monday 25 December 2023	Wednesday 3 January 2024
Grand Prize Competition	12:00am AEDT Saturday 30 December 2023	11:59pm AEDT Wednesday 3 January 2024	Wednesday 3 January 2024

5. The judging for each Competition will be conducted at the Promoter's premises located at 90B Euston Road Alexandria NSW 2015 at 10am AEDT on the respective Competition Judging Date specified in clause 4. Winners will be notified via Instagram's personal message function and email. Judges' decision is final and no correspondence will be entered into.

6. Conditions of Entry. To enter a Competition, Entrants must during the Opening Date and Closing Date for a Competition specified in clause 4:

- (a) Log onto their Instagram account; and
- (b) Upload a photo based on the theme and requirements of each topic and
- (c) Tag @stanley.rogers, follow @stanley.rogers on Instagram and use hashtag #srsoiree for a chance to win a prize.

7. Only one entry per person (per Instagram account) is allowed per Competition. Uploading more than one photo will lead to the removal of all other photos uploaded by the same person. Entries must be submitted by the individual Entrant and any automated entries will be invalid. Entries must be submitted by a public Instagram account. Any costs associated with use of Instagram will be the responsibility of the Entrant and Entrants agree to be bound by Instagram's terms of use.

8. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants release Instagram from any and all liability associated with this Promotion. All terms and conditions of Instagram will apply.

9. Do not submit any photo that could be deemed rude or offensive or that violates Instagram's Terms of Use <https://help.instagram.com/478745558852511> The Promoter reserves the right to disqualify any Entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos, scandalous, inflammatory or defamatory images.

10. The image submitted must have the permission of all individuals in the photo before it is uploaded and the Entrant must own the copyright of the image(s) they submit. By submitting an entry in a Competition, Entrants consent to having their story or recipe published on the Promoter's website.

11. Entries must not have been published previously and/or used to win prizes in other competitions or promotions.

12. Entrants warrant that their entry, including image(s), recipe(s) and story, is an original and previously unpublished work and does not infringe the rights of any other person. Further, Entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purpose of the Promoter's business without the payment of any further fee or compensation. The Entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded the prize. To the extent permitted by law, Entrants unconditionally and irrevocably consent to any act or omission by the Promoter that would otherwise infringe any moral rights in their entry. The Promoter reserves the right to verify that the entry is the Entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

13. An entry cannot be modified after it has been submitted.

14. Entry in a Competition and the Promotion is free (excluding internet connection charges).

15. Entries for each Competition listed in clause 4 must be received by the time and date specified in clause 4. The time of entry will in each case be the time the entry is received by the Promoter's database and not the time of transmission by the Entrant. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries including delays in the delivery due to technical disruptions, network congestion or for any other reason. The Promoter and its affiliates accept no responsibility for entries not received by the Closing Date for a Competition for any reason whatsoever.

16. Entries not completed in accordance with these Terms and Conditions, and any incomplete or indecipherable entries, will be deemed invalid.

17. All Entrants warrant to the Promoter that the above entry requirements have been met.

18. The Promotion is a game of skill. Chance plays no part in determining the winning entries. All valid entries received during the Competition Periods and the Promotion Period will be judged based on creative merit, best photo, best story relating to the theme of the Promotion, best recipe or a combination of these.

19. There will be thirteen (13) winners in total across the Promotion Period. One (1) Competition prize winner will be announced every other day will be announced on Stanley Rogers' Instagram page.

20. The total prize pool for this Promotion is \$5568.65 AUD RRP. Prizes will be sent to the winners via Australia Standard Parcel Post.

There will be thirteen (13) winners in total.

Date	Number of winners	Prizes	Value
Day 1 01.12. 2023	1	FRENCH OVEN GRILL DUO Onyx 28cm / 6.5L, Magnetic Trivet Acacia 28cm	\$ 468.95 AUD RRP
Day 2 03.12. 2023	1	Lazy Susan Serving Board Large, Albany Hostess 4 Piece Set, Travel Picnic Table Large	\$ 344.85 AUD RRP
Day 3 05.12. 2023	1	Quartz Stone Advanced Cookware Set 5 Piece, In-drawer 5 Piece Knife Block, Tamar Stemless White Wine Glass 6 Piece Set, Chelsea Onyx 24 Piece Set	\$ 1066.95 AUD RRP
Day 4 07.12. 2023	1	Cocktail Set 10 Piece	\$ 99.95 AUD RRP
Day 5 09.12. 2023	1	Giant Grill Plate	\$ 189.95 AUD RRP
Day 6 11.12. 2023	1	Cheese Board Set	\$ 79.95 AUD RRP
Day 7 13.12. 2023	1	Crepe Pan 25cm, Children's Cutlery 4 Piece Set - Australian Animals, Black Walnut Whisk, Black Walnut Tongs 23cm, Travel Picnic Table Round	\$ 300.75 AUD RRP
Day 8 15.12. 2023	1	Soho Gold 56 Piece Set	\$ 899.00 AUD RRP
Day 9 17.12. 2023	1	Travel Picnic Table Medium, SR-Matrix Non-Stick Chef's Pan 28cm / 4.5L, Soho Steak Knives 4 Piece Set	\$ 508.90 AUD RRP
Day 10 19.12. 2023	1	Chelsea Gold Cake Serving 7 Piece Set, Chelsea Gold Cake Knife 1 Piece	\$ 199.90 AUD RRP
Day 11 21.12. 2023	1	Picnic Table 75cm, Pistol Gip Cheese Set	\$ 187.90 AUD RRP
Day 12 23.12. 2023	1	Barossa Bordeaux Glass 6 Piece Set, Lightweight Cast Iron Frypan 24cm, Lightweight Cast Iron Frypan 28cm, Lightweight Cast Iron Cook's Pan 30cm, Metropolitan 40 Piece Set, Black Walnut Slotted Turner, Black Walnut Solid Spoon, Black Walnut Spaghetti Server, Black Walnut Whisk, Black Walnut Can Opener	\$ 1061.70 AUD RRP
Day 13 30.12. 2023	1	Barossa Champagne Flute 6 Piece Set, Barossa Martini Glass 6 Piece Set	\$ 159.90 AUD RRP

21. Prize winners will be notified by Instagram within two business days of each Competition Judging Date as set out in clause 4.

22. If the winner cannot be contacted within five (5) calendar days of first notification attempt, if the prize notification is returned as undeliverable, if the winner rejects the prize, or in the event of noncompliance with these rules, their prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

23. The Promoter accepts no responsibility for any variation in the prize value. Prizes or any unused portion of a prize are not transferable or exchangeable and cannot be taken as cash.

24. If for any reason this Promotion is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion.

25. By entering the Promotion, Entrants agree that the Promoter may use entry materials for any promotional purposes. This may include but is not exclusive to placing your entry on <https://www.facebook.com/stanleyrogersau/>, <https://www.instagram.com/stanley.rogers/> or <https://www.stanleyrogers.com.au>.

26. 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 trace congestion on the Internet or at any web site, or any combination thereof, (including but not limited to) any injury or damage to entrants or any other person's computer related to or resulting from participation in or down-loading/up-loading any materials in this Promotion.

27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void (**Non-Excludable Guarantees**). Subject to the limitations in the preceding sentence, the Promoter excludes from these Terms and Conditions all conditions, warranties and terms implied by statute, general law or custom.

28. Any costs associated with accessing the Stanley Rogers page on Instagram is the Entrant's responsibility and is dependent on the Internet service provider used.

29. Subject to any Non-Excludable Guarantees, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of participating in this Promotion or accepting any of the prizes.

30. In the event of war, terrorism, state of emergency or disaster the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion.

31. Subject to any Non-Excludable Guarantees, the Promoter shall not be liable for any prize that has been lost, stolen, damaged or tampered with in any way.

32. The Promoter collects Entrants' personal information for the purpose of conducting the Promotion and for future promotional, marketing and publicity purposes. The Promoter may for such a purposes disclose Entrants' personal information to third party service providers including for the storage of data, to assist with prize delivery, data analysis and direct marketing. Some of third party service providers may be located overseas in the United States of America. If the information requested is not provided, the Entrant may not participate in the Promotion. By entering the Promotion, each Entrant also agrees that the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the Entrant, including sending the Entrant electronic messages. A request to access, update or correct any information should be directed to the Promoter at their address set out below. All personal information collected will be in accordance with the Fackelmann Housewares' privacy policy: <https://www.stanleyrogers.com.au/pages/privacy-policy>

33. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event they are a winner (including any photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

34. The Promoter reserves the right to request winners to provide proof of age, identity and residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.

35. Entrants understand that they are providing their information to the Promoter and not to Instagram. Any questions, comments or complaints regarding the Promotion must be directed to Fackelmann Housewares, 90B Euston Road Alexandria NSW 2015, not to Instagram. The information you provide will only be used in the ways outlined in these Terms and Conditions

36. All Entrants consent to Fackelmann Housewares keeping any data provided to Fackelmann Housewares during this Promotion and agrees to Fackelmann Housewares' privacy policy (<https://www.stanleyrogers.com.au/pages/privacy-policy>).