

Terms and Conditions: Getting Started Soldering Giveaway

This giveaway (“**Giveaway**”) is held by Lucy Walker Jewellery PLT (“**Lucy Walker Jewellery**”). By entering this Giveaway, you will be bound by these Terms and Conditions.

1. **Eligibility and Mode of Entry.** This Giveaway is open to subscribers of the Getting Started Soldering class, or to trial members of the Metalsmith Academy who newly subscribed during the Entry Period as defined below (“**Entrant**”). All Entrants who join during the Entry Period will automatically be entered into this Giveaway.
2. **Entry Period.** This Giveaway will be open on 8 October 2024 at 10PM, Malaysia Time (GMT+8) (“**MYT**”) and ends on 21 October 2024 at 12PM MYT (“**Entry Period**”). By participating in the Giveaway, each Entrant unconditionally accepts and agrees to comply with and abide by these Terms and Conditions and the decisions by Lucy Walker Jewellery which shall be final and legally binding in all respects and not subject to further review in any forum.
3. **Prize(s) and Winner Selection Method.** There shall be two (2) prizes for this giveaway and are as follows (individually, a “**Prize**” and collectively, the “**Prizes**”):

| Quantity | Prize | Product URL (for illustration purposes) | Eligibility For Prize Draw |
|-----------------|---------------------------------------|---|-----------------------------------|
| 1 | Durston Agile Elite C140 Rolling Mill | https://durston.com/product/agile-elite-c140/ | First 650 Entrants |
| 1 | Durston Agile Elite C110 Rolling Mill | https://durston.com/product/agile-elite-c110/ | All other Entrants |

Entrants shall have no right to request any exchange of the Prize, whether for a similar item or for cash. A random drawing will be conducted by Lucy Walker Jewellery after the Entry Period to determine the winner of each Prize. Each Entrant may only win a single Prize.

4. **Contact.** The potential winner will be notified by email to the Entrant’s email address as entered during the membership registration process. Lucy Walker Jewellery shall have no liability for any notification that is lost, intercepted, or not received for any reason. If, despite reasonable efforts, any potential winner does not respond with requested information and documentation within three (3) days of the first notification attempt, such potential winner will forfeit the Prize and, at Lucy Walker Jewellery’s discretion, an alternate potential winner may be selected. If any potential winner is found to be ineligible, or if the potential winner has not complied with these Terms and Conditions, or declines a Prize for any reason, such potential winner will be disqualified and, at Lucy Walker Jewellery’s discretion, an alternate potential winner may be selected.
5. **Delivery of Prize(s).** The Prize shall be shipped direct from Durston Tools using whichever delivery service they deem fit. Delivery is always subject to postage limitations.
6. **DISCLAIMER.** Subject to applicable laws, Lucy Walker Jewellery makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Giveaway. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUBJECT TO APPLICABLE LAWS, PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND LUCY WALKER JEWELLERY HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.
7. **Winner Publicity Requirements.** Acceptance of the Prize shall constitute the Entrant’s agreement and consent for Lucy Walker Jewellery and its designees to use Entrant’s name, likeness, photo, avatar, and/or contact information in connection with this Giveaway for promotional, advertising or other purposes, in any manner, worldwide, in any and all media, whether now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration.

8. **Liability and Indemnity.** Lucy Walker Jewellery shall not be liable to the Entrants and will be held harmless from and against liability, loss, injury or damage to property or person, including death, and reasonable attorney's fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a prize or participation in the Giveaway for any reason whatsoever. All Entrants indemnify Lucy Walker Jewellery against any direct or indirect loss or damage arising from Entrant's participation in this Giveaway or for any loss or damage howsoever arising.
9. **Termination/Amendment.** Lucy Walker Jewellery reserves the right to terminate or amend this Giveaway, including the Prize(s). Lucy Walker Jewellery reserves the right to substitute any Prize for another prize of like value at any time and for any reason. No notice of termination to any person shall be required. In such event, all Entrants hereby waive any rights, & acknowledge that they shall have no claim of any nature whatsoever against Lucy Walker Jewellery, its partners, agents or employees, as a result of such termination.
10. **FORCE MAJEURE.** If, for any reason, the Giveaway (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, pandemic, fire, flood, earthquake, storm or other natural cataclysm, pandemic, riot, strike, terrorist activity, civil commotion, governmental regulation, or any other causes beyond the control of Lucy Walker Jewellery which, in its sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Giveaway (or any part thereof), Lucy Walker Jewellery reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway, or to thereafter conduct the Giveaway by selecting the prize winner(s) drawing from among all eligible entries received prior to the action taken by Lucy Walker Jewellery or otherwise in a manner which is fair, equitable and in accordance with these Terms and Conditions, as determined by Lucy Walker Jewellery in its sole discretion.
11. **Privacy.** Details from all entries will be collected and used for the purposes of conducting this Giveaway (which may include disclosure to third parties for the purpose of processing and conducting the Giveaway) and for publicity purposes surrounding this Giveaway. The information submitted by you when participating in the Giveaway may include your email address, name and other personal information ("**Personal Information**"). Personal Information of the selected winning Entrant shall be shared with Durston Tools for the sole purpose of shipping the Prize. By entering this Giveaway you consent to the use of your information as described. Except as provided elsewhere in these Terms and Conditions, your Personal Information will only be used by Lucy Walker Jewellery in accordance with applicable data protection laws and regulations and Lucy Walker Jewellery's privacy policy referred to below, for the purposes of administering your participation in the Giveaway. For more details on Lucy Walker Jewellery's privacy policy, please see: <https://lucywalkerjewellery.com/privacy>
12. **Miscellaneous.** This Giveaway is governed by the laws of Malaysia and is subject to the exclusive jurisdiction of the courts of Malaysia.