

Terms and Conditions: Giving Back Giveaway

This Giving Back 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 submissions by anybody worldwide (“**Entrant**”) including current Metalsmith Academy members. To be eligible for the prize, Entrants must submit their email address and name on the designated form at <https://lucywalkerjewellery.com/giving-back>.
2. **Entry Period.** This Giveaway will be open on 6 August 2021 at 10PM, Malaysia Time (GMT+8) (“**MYT**”) and ends on 15 August 2021 at 8PM 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. **Limit.** You may enter one (1) email per individual only during the Entry Period.
4. **Prize(s) and Winner Selection Method.** Ten (10) Metalsmith Academy Annual Memberships worth USD470 each (each a “**Prize**”). Entrants shall have no right to request for any exchange of the Prize, whether for a similar item/service or for cash.

A random drawing will be conducted by Lucy Walker Jewellery of all available entries and 10 winners will be selected once the Entry Period has expired.

Each winner shall be subject to the Metalsmith Academy Terms Of Use (<https://lucywalkerjewellery.com/terms-conditions/>) upon award of the Prize.

5. **How It Works.** Upon being selected as a winner, the following mechanics shall apply:
 - a. **If you are not a current Metalsmith Academy subscriber:** You will be enrolled as a Metalsmith Academy annual member and further details will be communicated via email.
 - b. **If you are current a Metalsmith Academy annual member:** An extra year’s subscription will be added on to your current subscription at no charge.
 - c. **If you are a current Metalsmith Academy monthly member:** Your monthly recurring charges will cease, and you will be enrolled as an annual member.
6. **Contact.** The potential winners will be notified by email to the email address provided upon entry. 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 five (5) 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.
7. **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.

8. **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.
9. **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.
10. **Termination/Amendment.** Lucy Walker Jewellery reserves the right to terminate or amend this Giveaway, including the Prize. 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.
11. **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.
12. **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**"). 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>
13. **Miscellaneous.** This Giveaway is governed by the laws of Malaysia and is subject to the exclusive jurisdiction of the Malaysian courts.