

# SUPER BOSS DAY COMPETITION

## TERMS AND CONDITIONS OF ENTRY

- 1) Information on how to enter the Competition forms part of these terms and conditions of entry. Participation in this Competition is deemed acceptance of these terms and conditions of entry.
- 2) This Competition is being run at Broadmeadows Shopping Centre (the 'Centre') during the Promotional Period.
- 3) The Competition commences at 10am on 29/02/16 and concludes at 2pm on 04/03/16 during the Centre's usual trading hours ('Promotional Period').
- 4) The promoter of this Competition is Vicinity Centres PM Pty Ltd (ACN 101 504 045 / ABN 96 101 504 045) as disclosed agent for the owners of the Centre at Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone Victoria 3148 Telephone: 03 9936 1222 ('Promoter').
- 5) Officers, employees and immediate families of officers and employees of the Promoter, the associated companies and contractors of the Promoter, retailers at the Centre and any other agencies associated with this Competition are ineligible to enter.
- 6) Competition open to entrants 18 years of age or over, or they must have an appropriate adult complete the entry form for them.
- 7) Number of entries: Each entrant may submit as many entries as they wish.

### Trade Promotion

- 8) People may enter the Competition by purchasing a raffle ticket at \$2 from the Customer Service Desk. All required information and contact details must be stated clearly on the entry form.
- 9) Entries must be placed in the barrel/entry box located within the Centre at the Customer Service Desk during the Promotional Period.
- 10) The prize consists of three prizes. First prize is a Captain America shield with a Comic Book pack, valued at \$1500, Second prize is a Broadmeadows Shopping Centre gift card valued at \$500. Third prize is a Totally Game gift pack valued at \$150. Total value of \$2,150 ('the Prize'). The Prize is subject to any written conditions provided with the Prize.
- 11) The winner of the Competition will be
  - a. Determined by draw; the draw will take place at insert time on insert date at insert full address of draw venue. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner need not be present at the draw.
- 12) The winner of the Prize will be notified by mail or email and telephone within two business days of being selected. The name and address of the winner will also be published in the Centre website within two business days of being selected.
- 13) The Prize must be collected within 3 months from the date of the winner being selected. Failure to collect the Prize within this time will result in it being forfeited and the Promoter may draw/select another winner for the Prize, subject to any approval or directions of a relevant regulatory authority.
- 14) The Prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.
- 15) Unless otherwise specified, prizes or any unused portion of a prize, are not exchangeable or transferable and cannot be redeemed for cash.
- 16) If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize equal to the value and/or specification, subject to any written directions from a regulatory authority.
- 17) The Promoter reserves the right to verify the validity of entries, prize claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or prize claim that is not in accordance with these terms and conditions or who tampers with the entry process. An entry that is incomplete, indecipherable, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 18) If this Competition 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, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Competition to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
- 19) The Promoter's decision is final and no other correspondence will be entered into.
- 20) It is a condition of entry that the entrant consents to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a Prize (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Competition (including any outcome), and promoting any products and services, distributed and/or supplied by the Promoters in the Centre(s) or otherwise.
- 21) By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against

all actions, liabilities, penalties, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

22) Authorised under permit numbers: [Not applicable]

### Privacy, Spam Act and Do Not Call Register Act Statement:

The Promoter collects the entrants' personal information to assist it in promoting the Centre and the retailers of the Centre and to process the competition entries. By entering the competition, unless otherwise advised, each entrant also expressly consents to:

- (a) the Promoter (or any of its related companies) contacting an entrant by any means (including by electronic message or by telephone) to let the entrant know about goods, services or promotions which the Promoter considers may be of interest to the entrant;
- (b) the Promoter (or any of its related companies) disclosing the entrants' personal information to other persons or entities who may:
  - (i) assist the Promoter in promoting the Centre and the retailers of the Centre or running competitions (including by sending electronic messages or telephoning the entrant on the Promoter's behalf); or
  - (ii) use that information, in any media, for their own marketing, promotional or publicity purposes (and each entrant expressly consents to such persons or entities contacting the entrant by electronic message or by telephone in relation to goods or services),

without any further reference, payment or other compensation to the entrant. The express consent referred to in this Statement continues until the withdrawal of that consent is effective (as set out under applicable law).

Entrants' personal information may also be disclosed to State Lottery agencies and the winners' names published as required under the relevant lottery legislation. All personal details of the entrant will be stored at the offices of the Promoter. A request to access, update or correct any information should be directed to that office.

