

# Eden Rise Village Shopping Centre

## 12 Days of Christmas Giveaways

### Competition Terms and Conditions

1. The promoter of the competition is National Asset Consultants Pty Ltd ACN 101 334 025 t/a CRS Property ("**Promoter**") acting as managing agent of Eden Rise Village Shopping Centre.

2. By participating in the 12 Days of Christmas Giveaways ("**Competition**"), entrants agree to be bound by these Terms and Conditions.

#### The Competition

3. To enter the Competition, the Eligible Person must during the Competition Period make an Eligible Transaction, complete an entry form that can be obtained from any participating retailer and place the entry in the barrel located outside Coles at Eden Rise Village Shopping Centre.

4. The ("**Competition Period**") commences at 9.00am on Friday 1<sup>st</sup> December, 2017 and closes at 12.00pm on Friday 22<sup>nd</sup> December, 2017. The Competition will be conducted at Eden Rise Village Shopping Centre, 1 O'Shea Road, Berwick VIC 3806. Entries received outside the Competition period will not be eligible or accepted.

#### Eligibility

5. The following eligibility criteria apply:

- (a) The Competition is open to residents of Victoria, Australia only.
- (b) Entrants must be 18 years of age or older.
- (c) Entrants must make a purchase to any value at any Eden Rise Village Shopping Centre store during the Competition Period ("**Eligible Transaction**").
- (d) Entrants must provide the requested contact information so that they can be notified if they win.
- (e) Incomplete, indecipherable or illegible entries will be deemed invalid for the purposes of this Competition.
- (f) Employees and directors of the Promoter or Eden Rise Village Shopping Centre Retailers and their immediate families are ineligible.

6. The Promoter reserves the right to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with (or whom the Promoter reasonably suspects has tampered with) the entry process or the winner selection process or who has otherwise been fraudulent in the course of the Competition.

7. The Promoter accepts no responsibility for lost, misplaced, late or misdirected entries.

8. If requested by the Promoter, an entrant must provide evidence of eligibility to the Promoter.

9. The Competition may be entered multiple times, but only once in respect to each Eligible Transaction.

#### Prizes

10. There are twenty four (24) Prizes in total and twenty four (24) Prize winners.

11. The ("**Prizes**") are:

1. Christmas on Eden Rise \$200 Eden Rise Dollars
2. Pamper Package \$200 Eden Palace
3. Coles Gift Card \$140
4. The Source Bulk Foods Gift Voucher \$150
5. Retailer Prize \$150 spend at Jewels of Eden
6. DeLonghi Nespresso Coffee Machine \$149
7. Meat Pack – Christmas Ham & Turkey \$200
8. Fergusson Plarre Gift Voucher \$50
9. Eden Rise Gift Voucher \$50 x 12
10. Pamper Package \$200 Julise Beauty
11. Coles Gift Card \$140
12. Christmas on Eden Rise \$200 Eden Rise Dollars
13. KitchenAid Artisan KSM150 Stand Mixer \$668.00

12. The total prize pool is \$3,047.00.

13. In the event that a prize is not reasonably available due to circumstances beyond the control of the Promoter, the Promoter reserves the right to substitute any prize for a prize of equal or higher value and similar specification. The Promoter accepts no responsibility for any variation in a prize's value. A prize is not transferable or exchangeable and cannot be taken as cash.

14. The draw for the Prizes will take place at 3.00pm every day starting 10<sup>th</sup> December, 2017 outside Coles at Eden Rise Village Shopping Centre.

15. The Prize winners will be the first (1) valid entry randomly drawn from the entry barrel. The Promoter will use reasonable efforts to notify the winners by phone and email (if provided) within 7 days of the competition being drawn.

16. A person purporting to be a prize winner will be required to provide proof of identity and to verify any other eligibility requirements.

17. If the winner/s does not respond within 28 days of the Promoter notifying them of their win to claim the prize, that winner will forfeit the prize and the Promoter will re-draw the Competition. Such re-draw if required shall take place at 12.00pm on Sunday 21<sup>st</sup> January, 2018 at the Centre Management of Eden Rise Village Shopping Centre. The new winner/s will be notified in accordance with the methods in paragraph 18 and a notice will be published by the methods referred to in paragraph 21 below for a period of 28 days following that re-draw.

18. Subject to clause 15 if for any reason a winner does not redeem the prize by the times stipulated by the Promoter, then the prize will be forfeited and no further draw will be held.

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19. The Promoter will arrange with the winner details of the collection of the prize. (a) any technical difficulties or equipment malfunction;
20. The Promoter's decisions as to prize winners are final and no correspondence will be entered into. (b) any entry or prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
- Announcement / publication of winner's details / ancillary costs**
21. Once drawn, the winners will be published on the Eden Rise Village Shopping Centre website ([www.edenrisevillage.com.au](http://www.edenrisevillage.com.au)), and remain posted for at least 28 days. (c) any variation in prize value to that stated in these Terms and Conditions;
22. All ancillary costs associated with redeeming and collecting (eg. travel, petrol) the prize will be the responsibility of the winner. (d) any tax liability incurred by the winner or entrant;
- (e) any dispute relating to the eligibility of the entrant to claim or retain title to the prize, as between the entrant personally and the business that employs them or any other person in whose name qualifying purchases have been made; or
- (f) any use or redemption of the prize.

## Privacy and use of personal information

23. In accordance with the *Privacy Act* (1988) (Cth) the Promoter notifies entrants that entry to the competition involves the collection of personal information about entrants, such as their name, address, mobile phone number, email address. This is collected for the purpose of establishing eligibility, carrying out the competition and notifying winners. If the information is not provided, the entrant may not participate in the Competition. Entrants' personal information may be disclosed to State Lottery agencies and winners' names published as required under the relevant lottery legislation. 28. Each entrant indemnifies the Promoter against all claims, loss, damage, costs and expenses (including legal costs) suffered or incurred by the Promoter as a result of any breach of these Terms and Conditions by the entrant or the entrant's conduct in the competition or the use of the prize.
- Other**
24. Each entrant consents to the Promoter using their personal information provided in connection with their entry, for the purposes of undertaking any investigation in connection with verifying the identity of an entry or any suspected tampering. 29. These Terms and Conditions are governed by the laws of Victoria, Australia.
25. Entrants may be asked if they want to receive marketing information about the Promoter upon entry of the competition. If they respond affirmatively, their personal information will also be used for the purpose of disseminating such information. 30. All competition entries become the property of the Promoter. Any entrant's materials submitted will not be returned to the entrant.
26. Each entrants consents to the Promoter and its authorised licensees using the entrant's name, likeness, image and/or photograph and voice in the event that they are the winner, in any media for an unlimited period of time, without remuneration or compensation, for the purposes of promoting the outcome of this Competition.

## Liability and indemnity

27. To the extent relevant at law the Promoter makes no representation or warranty as to the quality, suitability or merchantability of the prize. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising any way out of the Competition, including, but not limited to, where arising out of the following: