

# Eden Rise Village Shopping Centre Ultimate Valentine's Day gift Promotion 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. without limitation, celebrities and/or other public or private figures, living or dead, without permission 9. contains look-alikes of celebrities or other public or private figures, living or dead 10. communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or 11. violates any law
2. By participating in the Ultimate Valentine's Day Gift Promotion ("**Competition**"), entrants agree to be bound by these Terms and Conditions.

## How To Enter

3. To enter the Competition, the Eligible Person must during the Competition Period, tag a "loved-one" or a friend in the comments section of Facebook under the promotion and tell us why they love Shopping at Eden Rise Village. The prize will be awarded to the most creative response.
4. The ("**Competition Period**") commences at 9.00am on Wednesday 7<sup>th</sup> February, 2018 and closes at 10.00am on Wednesday 14<sup>th</sup> February, 2018 and is an online promotion only. 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 provide the requested contact information so that they can be notified if they win.
  - (d) Entry may not contain, as determined by the promoter, in its sole discretion, any content that is 01. sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity 2. promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message 3. is obscene or offensive; endorses any form of hate or hate group 4. appears to duplicate any other submitted Entries 5. defames, misrepresents or contains disparaging remarks about other people or companies 6. contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses 7. contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission 8. contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including,
    - (e) 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, with a different response.

## Prizes

10. There is one (1) Prize in total and one (1) Prize winner.
11. The ("**Prize**") includes:
  - 1 x Taittinger Brut Reserve NV Champagne 750mL from Liquorland valued at \$55.00
  - 1 x Bunch of Long Stem Red Roses from Eden Rise Florist valued at \$50.00
  - 1 x Brushstroke of Love Cake from Ferguson Plarre valued at \$54.90
  - 1 x Valentines Day hamper from PharmaSave Pharmacy valued at \$100.00
12. The total prize pool is \$259.90
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 11am on Wednesday the 14<sup>th</sup> of February 2018 at Eden Rise Village Shopping Centre.
15. The daily Prize winner will be chosen by, The promoter representatives based on the following judging criteria. 01. Creativity and 02. Originality. The Promoter will use reasonable efforts to notify the winners via Facebook or by phone and email (if provided) within 7 days of the competition being drawn.

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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 10.00am on Tuesday 14<sup>th</sup> March, 2017 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 17 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.
19. The Promoter will arrange with the winner details of the collection of the prize.
20. The Promoter's decisions as to prize winners are final and no correspondence will be entered into.

**Announcement / publication of winner's details / ancillary costs**

21. Once drawn, the winners will be published on the Eden Rise Village Shopping Centre facebook page and website ([www.facebook.com/edenrisevillage](http://www.facebook.com/edenrisevillage)), and remain posted for at least 28 days.
22. All ancillary costs associated with redeeming and collecting (eg. travel, petrol) the prize will be the responsibility of the winner.

**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.
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.
25. 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**

26. 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:
  - (a) any technical difficulties or equipment malfunction;
  - (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;
  - (c) any variation in prize value to that stated in these Terms and Conditions;
  - (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.
27. 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**

28. These Terms and Conditions are governed by the laws of Victoria, Australia.