

Eden Rise Village Shopping Centre Win a Kitchen Aid Artisan Stand Mixer (model KSM150) Promotion Competition Terms and Conditions

Overview

1. The promoter of this competition is Jones Lang Lasalle (VIC) PTY LTD ABN 28 004 582 423 (**Promoter**), acting as managing agent of the Eden Rise Village Shopping Centre located at 1 O'Shea Road, Berwick, Victoria, 3806. Telephone 03 8786 8266
2. Information on prizes and how to participate form part of these Terms and Conditions. By participating in the Win a Kitchen Aid Artisan Stand Mixer (model KSM150) Promotion (**Competition**), entrants agree to be bound by these Terms and Conditions.

How to Enter

3. Entries open on Monday 12th October, 2020 and closes at AEDST on 6th November at 12 noon, 2020. (**Competition Period**). Entries received outside the Competition Period will not be eligible.
4. To enter the Competition, during the Competition Period:
 - (a) an entrant must follow the Eden Rise Village Shopping Centre profile on Instagram (@edenrisevillageberwick), if they are not already; and
 - (b) the entrant must find the post promoting the Competition on the Eden Rise Village Shopping Centre's Instagram profile and tag friend in the comments on the post; and
 - (c) the tagged friend must also follow the Eden Rise Village Shopping Centre's Instagram profile, if they are not already.

Provided all entry criteria have been fulfilled and both the entrant and the tagged friend meet the eligibility criteria, the entrant and the tagged friend will each receive an entry into the Competition.

Eligibility

5. The following eligibility criteria apply:
 - (a) The Competition is only open to residents of Victoria, Australia;
 - (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; and
 - (d) Employees and directors of the Promoter, any Eden Rise Village Shopping Centre retailers, and their immediate families are ineligible. 'Immediate family' means spouse, partner, parent, child, stepchild or sibling, whether or not they live in the same household.
6. There is a limit of one entry per person.

7. The Promoter may verify the validity of entries and the identity and eligibility of entrants at any time. The Promoter reserves the right to disqualify any entrant who does not comply with the 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.
8. The Promoter accepts no responsibility for lost, misplaced, late or misdirected entries.
9. If requested by the Promoter, an entrant must provide evidence of eligibility to the Promoter.

Winner selection and notification

10. The draw will be held at 1pm at Two Crowns Marketing, located at Suite 3, Level 1, 1051 High Street In Armadale on Friday 6th November, 2020.
11. The drawn winner will be notified by the Promoter within two days of the draw and will be announced on the Eden Rise Village Shopping Centre website at edenrisevillage.com.au, on its Facebook profile at www.facebook.com/edenrisevillage/ and its Instagram profile at www.instagram.com/edenrisevillageberwick/.
12. If a drawn winner has not claimed a prize within 3 months of the draw, the prize will be forfeited. The Promoter will conduct a further draw at Friday 12th February, 2020 AEDST at the same place as the original draw, in order to award any unclaimed prize, subject to any written directions from applicable government lottery authorities. Any winner selected in the unclaimed prize draw will be announced on the Eden Rise Village Shopping Centre website.
Prize details
13. The first valid entry drawn will win Kitchen Aid Artisan Stand Mixer (model KSM150) valued at \$ a recommended retail price of \$899.00
14. Total value of all prizes is \$899.00
15. 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 (or part of a prize) for a prize of equal or higher value and similar specification.
16. A prize is not transferable or exchangeable and cannot be taken as cash unless otherwise specified in the prize description.
17. All ancillary costs associated with claiming and using a prize are be the responsibility of the winner, except for any costs specified in these Terms and Conditions as being part of the prize.

General

18. The Promoter collects personal information provided by entrants, such as their name, contact details and social media handle. This is collected for the purpose of conducting the Competition, verifying entrants' eligibility, notifying winners, validating prize claims and undertaking any investigations to ensure the proper conduct of the Competition. If the requested information is not provided, individuals may not be able to participate in the Competition or claim a prize. Entrants' personal information may be disclosed to applicable government lottery authorities and winners' names published as specified in these Terms and Conditions or as required by law. Each entrant consents to the Promoter using the personal information provided for the purposes set out in these Terms and Conditions.

19. The Promoter's Privacy Policy is available at <https://www.nevpask.com.au/privacy-policy/>. The Privacy Policy contains information about how individuals may request access to and corrections of information the Promoter holds about them, how to complain about how the Promoter handles personal information and how the Promoter will address such complaints. The Promoter may disclose personal information to prize organisers and service providers for the purpose of conducting the Competition and awarding prizes. The Promoter may store personal information overseas, such as through storage in cloud computing facility located overseas. The Promoter may use service providers such as MailChimp and Campaign Monitor, which we understand predominantly store data on servers located in the USA.
20. It is a condition of accepting any prize that the winner (and companions participating in the prize, if applicable):
- (a) agree to participate in all publicity (including photography) reasonably requested by the Promoter in connection with this Competition and the result free of charge;
 - (b) consent to the use of their name, likeness, image and voice (including photo, film and recordings of same) in any media for an unlimited period without further remuneration for the purpose of promoting the Promoter's activities; and
 - (c) sign any legal documentation, including but not limited to a release and indemnity, in the form required by the Promoter and prize organisers in their absolute discretion.
21. Entries must not contain any content that, as determined by the Promoter in its sole discretion:
- (a) is sexually explicit or suggestive, pornographic or contains nudity;
 - (b) is profane, obscene, offensive or violent;
 - (c) is derogatory of any ethnic, racial, gender, religious, professional or age group;
 - (d) endorses any form of hate or hate group;
 - (e) promotes the illegal or excessive consumption of alcohol;
 - (f) promotes illegal drugs, tobacco, firearms, weapons or the use of any of the foregoing;
 - (g) promotes any activities that may be or appear unsafe or dangerous;
 - (h) promotes any particular political agenda or message;
 - (i) defames, misrepresents or contains disparaging remarks about any person or company;
 - (j) duplicates or appears to duplicate any other submitted entries;
 - (k) contains any intellectual property without the owner's permission;
 - (l) contains any personal information (other than as required by the entry instructions);
 - (m) contains the names, likeness, image, voice or other indicia any of identifiable person without that person's permission;

- (n) communicates messages or images inconsistent with the positive images and goodwill to which the Promoter wishes to associate; or
 - (o) violates any law.
22. Save for any rights or guarantees under the Australian Consumer Law or other terms implied into a contract that cannot lawfully be excluded, the Promoter and its officers, employees, volunteers, agents and prize suppliers:
- (a) make no representation or warranty as to the quality, suitability or merchantability of any prize;
 - (b) exclude any term, condition or warranty that may otherwise be implied into these Terms and Conditions;
 - (c) exclude 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:
 - (i) any technical difficulties or equipment malfunction;
 - (ii) any entry or prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - (iii) any variation in stated prize values;
 - (iv) any tax liability incurred by an entrant or winner;
 - (v) any dispute between an entrant and any third party relating to the entrant's identity or entitlement to a prize; or
 - (vi) any use or redemption of the prize.
23. 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 the entrant's conduct in the Competition, any breach of these Terms and Conditions by the entrant or their use of any prize.
24. If the Competition is interfered with or not capable of being conducted as anticipated for any reason beyond the Promoter's reasonable control, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to disqualify any person or to modify or suspend the Competition, as appropriate, to the fullest extent permitted by law.
25. These Terms and Conditions are governed by the laws of Victoria, Australia.
26. Decisions of the Promoter in relation to this competition are final. No correspondence will be entered into.