

TERM AND CONDITIONS – THE NUTCRACKER COLOURING COMPETITION

1. Introduction

- a. The promoter is: Keilor Central Shopping Centre whose registered office is at 80 Taylors Rd, Keilor Downs 3038 VIC
- b. The competition is open to residents of Victoria, Australia
- c. By submitting an entry into this promotion, the entrant's parent or guardian warrant that they have read, understand and agree to be bound by these terms and conditions. Entrants must be under the age of 12 years to enter. Entrant's consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation. Entry into this Promotion is deemed acceptance of these terms and conditions.

2. Duration

- a. This promotion runs from 9am Monday 17th of June to 9pm Friday 12th July 2019.

3. Eligibility

- a. Directors, officers, management, retailers, suppliers and their employees (and the Immediate Families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. 'Immediate families' means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same household as the director, officer, manager, retailer, employee or contractor.
- b. The prize will be awarded to the winner's nominated parent or guardian

4. Method of entry

- a. To enter, entrants must download and print a copy of the colouring sheet and return to the competition barrel located next to the ANZ ATM inside the shopping centre by 9pm 12th July 2019.
- b. For this promotion entrants are eligible for one entry per person. Duplicated entries will not be considered. Contact details of the entrant must be added to the back of the colouring sheet.
- c. This is a competition of skill not chance. Each entry will be individually judged based on originality and creative merit.
- d. All entries submitted become property of the Promoter and Entrants consent to the Promoter using their entry, their name, and their details in any media for an unlimited period without remuneration.

5. Draw

- a. The best entry, as determined by the Promoter will be announced at 10am 19th of July 2019.

6. Prize

- a. The prize includes 2 general tickets to see Story Time: The Nutcracker proudly brought to you by The Australian Ballet company.
- b. The prize is not transferable, redeemable or exchangeable for cash
- c. The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

- d. If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value.

7. Notification

- a. All prize winner will be notified via telephone and will be required to contact the Centre Management Office to claim their prize.
- b. The promoter will also publish the results of the promotion on the Keilor Central website at www.keilorcentral.com.au and it's social media accounts Facebook.com/KeilorCentral and Instagram.com/keilorcentral
- c. Successful winner will be notified on the 19th of July 2019 at 10am

8. Prize Collection

- a. The Prize winner must collect a letter of confirmation from the Promoter at Keilor Central Management office located next to Specsavers. The two tickets can only be collected on the day of the Story Time: *The Nutcracker* show time which is 19th of September at 12:30pm 2019. Photo identification matching the details posted on Facebook/Instagram will be required to be presented to Customer Care staff as proof of identity and/or proof of entry validity in order to claim a prize.
- b. Winners will be required to complete a prize declaration form to confirm receipt of their confirmation letter.

9. Publicity material

- a. By entering into this Promotion, entrants accept that their name will be made public. A picture, along with the winner's name, may be requested for publication in local and regional newspapers as part of the competition

10. Release and Indemnity

- a. The Promoter accepts no responsibility for the prize once they have been collected by the winner.
- b. The Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this competition or as a result of taking or using any prize, except for any liability which cannot be excluded by law.

11. Termination of Promotion

- a. The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person, subject to applicable laws.

12. Decisions Final

- a. The Promoter, at its sole discretion, may accept entries with errors and omissions.
- b. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- c. The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.

13. Personal information and privacy

- a. The personal information supplied by entrants when entering this Promotion may be used for the purpose of sending information on any of the Promoter's products or services. From time to time this information may be used by the Promoter. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the *Privacy Act 1988*. Subject to the provisions of the *Privacy Act 1988*, entrants may have access to any personal information held by the Promoter by

contacting infokeilor@retprogroupp.com.au An access fee may be charged to cover any costs of providing the information to the entrant.

- b. The Entrant acknowledges that any personal information provided by the Entrant is not sensitive information.
- c. By entering the Promotion, each Entrant gives its consents to the Promoter, for an indefinite period, unless otherwise advised, to use his or her personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant.
- d. If the Entrant does not want the Promoter to use or disclose the Entrant's personal information in accordance with clause 25 (a) the Entrant may opt out by emailing infokeilor@retprogroupp.com.au
- e. The Entrant acknowledges that if it fails to opt out in accordance with clause 25(d), the Promoter may use and disclose the Entrant's personal information in accordance with clause 25(a)
- f. If the Entrant wishes to access, update or correct the Entrant's personal information, the Entrant may do so by providing the Promoter with written notice.