

Chadstone October 'Festival de Luxe' Competition: *Win a trip for two to La Soiree in London*

Terms and Conditions

Who is running the promotion?	The Promoter is Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) as disclosed agent for the owners of Chadstone Shopping Centre, Melbourne Corporate Office, Level 4, Chadstone Tower One, 1341 Dandenong Road, Chadstone Vic 3148.
Where will the promotion run?	The promotion will run at Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone Vic 3148 (the Centre). At the Centre, there will be three main promotional zones: (a) La Soiree Stage, outside David Jones; (b) Festival de Luxe stage, featuring Born in a Taxi, outside Target; and (c) Festival de Luxe stage, featuring Strange Fruit, outside Tiffany, (each a Promotional Zone).
When will the promotion start and end?	The promotion will run across all Promotional Zones between 4pm - 9pm on each of the following Saturdays: 07/10/17, 14/10/17, 21/10/17 and 28/10/17. For the purpose of these Terms and Conditions, a Promotional Period is each period (as outlined above) during which a Promotional Zone is open.
Who can participate?	Persons of any age can enter a Promotional Zone, however: (a) persons aged 17 years or under must be accompanied at all times by their parent/guardian; (b) persons aged 17 years or under must obtain their parent/guardian's permission to enter this competition within a Promotional Zone. By providing permission, the parent or guardian accepts these Terms and Conditions; (c) persons aged 18 or over (including parents/guardians as specified in (a) and (b) above) must be/become a member of Chadstone First; and (d) only persons aged 18 or over can be awarded prizes in this promotion. Any prize won by a person aged 17 or under will be awarded to their parent/guardian. The Promoter reserves the right to impose minimum age/size/height requirements in its absolute discretion.
Who can't participate?	Directors, officers, management and employees of: (a) the Promoter and their immediate families; (b) the agencies or companies associated with this promotion or the Promoter, and the immediate families of those people, can't enter.
Do I need to buy anything to participate?	No.
How to participate	During a Promotional Period, you must:

	<p>(a) visit a Promotional Zone; and</p> <p>(b) using the tablets available at the point of entry to a Promotional Zone, fully complete and submit your details, including by confirming you are (or signing up to be) a Chadstone First member.</p>
How many winners will there be and how will they be determined?	<p>There will be 1 winner determined. A draw will take place at 10am on 03/11/17 at the Centre Management Office. The first valid entrant drawn randomly from all entries received during the Promotional Period will win the prize.</p> <p>The Promoter may draw additional reserve entries in this draw and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed (Reserve Entrants).</p>
What can I win?	<p>There is 1 prize to be won. The prize consists of a trip for 2 to London on dates to coincide with a La Soiree performance between 15/11/17 and 31/01/18, consisting of:</p> <p>(a) a \$7,000 Chadstone Centre gift card to be used at Flight Centre Chadstone to purchase flights (between Melbourne and London) and up to 4 nights' London accommodation for 2; and</p> <p>(b) for 2 tickets to attend a performance of La Soiree in London between 15/11/17 and 31/01/18 (on dates as agreed between the winner and the Promoter) to coincide with La Soiree performances valued at \$200.</p> <p>See paragraph 3 for further prize details.</p> <p>The winner must collect their prize documentation from Centre Management and liaise directly with Flight Centre Chadstone (as facilitated by the Promoter) in order to arrange their prize.</p>
How many times can I enter?	Entrants can receive a maximum of one entry into the draw.
How and when will the winners be informed?	Winners will be informed via phone and in writing within five days of the draw and will have their name and state/territory of residence published at https://www.chadstone.com.au/ on 06/11/17.
When do I need to claim my prize?	You must claim your prize by 12pm on 10/11/17.
What if I don't claim my prize on time?	If the prize has not been accepted or claimed by 12pm on 10/11/17 or if, after making all reasonable attempts, the Promoter can't contact a drawn winner (or a drawn winner does not contact the Promoter) by this time and date, the relevant entry will be discarded and the Promoter will re-award the prize to Reserve Entrant/s and/or carry out an unclaimed prize draw at 4pm on 10/11/17 at the same location as the original draw to distribute the prize. Any such winner will be informed via phone and in writing within five days of determination and will have their name and state/territory of residence published at https://www.chadstone.com.au/ on 13/11/17.

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Promotional Period. Your entry is deemed to be received only when received by the Promoter's database. The Promoter is not liable for any problems with communications networks. If you enter using automatically generated entries or multiple aliases you may be disqualified.

Prizes

- 3 If you win, your prize will be a trip for you and one companion to London, UK on dates as agreed between you and the Promoter to coincide with a La Soiree performance between 15/11/17 and 31/01/18 and includes:
 - (a) a \$7,000 Chadstone Centre gift card to be used at Flight Centre Chadstone to purchase return economy airfares (including airfare taxes) between Melbourne and London, up to 4 nights' London accommodation for you and your companion and airport transfers for you and your companion; and
 - (b) tickets to attend a performance of La Soiree, Aldwych Theatre, London on a date to be agreed between you and the Promoter between 15/11/17 and 31/01/18.

The Promoter will arrange a meeting between the winner and Flight Centre Chadstone in order to arrange and book flight and accommodation prize elements. Accommodation, activities and flights are subject to booking and availability. The prize must be taken on dates as agreed between you and the Promoter between 15/11/17 and 31/01/18 to coincide with the specified La Soiree performance season. The prize cannot be taken during any block out/major event/peak/public holiday periods or any other exclusion periods as specified by the Promoter or the travel supplier/s. You and your companion are responsible for all other costs related to the prize, including any meals, transfer costs, insurance (including excesses), in-room charges, additional taxes or additional accommodation. All persons taking the prize must depart and return at the same time. The prize is subject to any additional conditions of the prize supplier/s including any conditions of travel and conditions of entry into the La Soiree performance (including behaviour requirements and applicable dress codes). Costs for changes made by you (or your companion) to the prize after it has been booked must be paid by you and your companion as applicable. You and your companion must ensure that you have all necessary documents to travel to London, including a current and valid passport and any visas required. If a person taking the trip is under 18 years old at the date of departure they must be accompanied by their parent or guardian at all times. You may be required to present your credit card when checking in to the accommodation.

- 4 The Chadstone gift card is subject to any additional conditions imposed by the supplier, including periods of validity.
- 5 If a prize winner is 17 years or under on the date the prize is awarded, it will be awarded to the winner's parent or guardian on the winner's behalf. By accepting or participating in any prize on behalf of a winner, the winner's parent or guardian accepts these conditions. In order to be awarded a prize, you must be a Chadstone First member at the time of being awarded the prize and at the time of taking the prize.
- 6 The Promoter accepts no responsibility if the relevant La Soiree performance is abandoned, called off or postponed for any reason and you and your companion will not be given any cash or alternative tickets as a substitute for attending the event. You will still receive all other components of the prize as long as they are still taken on the original date/s.

General

- 7 By participating in this promotion, you (and your companion) must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You (and your companion) consent to the Promoter using your names and images in any promotional or advertising activity.
- 8 You or your parent/guardian must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties

before taking the prize. If you do not sign, your participation will be deemed invalid and you will lose any entitlement to a prize.

- 9 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 10 You must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 11 You are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companion if they breach these conditions, whether or not legally bound by them.
- 12 If you (or your companion, if applicable), in the opinion of the Promoter, are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate, the Promoter may restrict you (and your companions) from participating in any elements of the prize, at its discretion.
- 13 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 14 The Promoter's decision in connection with all aspects of this promotion is final.
- 15 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the start of the Promotional Period and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 16 By entering, you request that your full address not be published.
- 17 By accepting or participating in any prize, your companion accepts these Terms and Conditions.
- 18 If this promotion cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the promotion or disqualify affected entries/entrants.
- 19 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 20 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 21 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions), illness or death suffered in connection with this promotion or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 22 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, or damage to, prizes.
- 23 The Promoter may communicate or advertise this promotion using Facebook or Instagram. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 24 The information you provide will be used by the Promoter for the purpose of conducting this promotion and communicating with you as a Chadstone First member. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors and agents to assist in conducting this promotion, storing data or communicating with you. By entering this promotion and being a Chadstone First member, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future promotion and marketing purposes regarding its products, including contacting you via electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at <https://www.chadstone.com.au/privacy-policy> contains information about how you can seek access to the personal information the Promoter holds about you and seek the correction of such information.