

Chadstone April 'Magic at Twilight' Competition Terms and Conditions

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| 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 promotional zones: (a) The Main Stage (Located Lower Level, outside David Jones); (b) Infinite Wonder Installation (Located Ground Level, outside Tiffany & Co.); and (c) The Little Palais (Located Lower Level, outside Target), (each a Promotional Zone). |
| When will the promotion start and end? | The promotion will run in each Promotional Zone between: <ul style="list-style-type: none"> • 4pm - 9pm on each of the following Saturdays: 07/04/18, 14/04/18, 21/04/18 and 28/04/18 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 participate in activities 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. Entry into a Promotional Zone and participation in this promotion is also subject to the Conditions of Entry displayed at the entrance of each Promotional Zone. 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. |

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| How to participate | <p>During a Promotional Period, you must:</p> <ul style="list-style-type: none"> (a) visit a Promotional Zone; (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; (c) the first time you enter one of the Promotional Zones, receive a loyalty card (subject to stocks remaining) and, each time you enter a Promotional Zone, have the loyalty card stamped by promotional staff; and (d) participate in the activities available in the Promotional Zone in accordance with the instructions, requirements and rules specified. |
| Draw entry | <p>Once you have received all three stamps on your loyalty card, fully complete the loyalty card and place it in an entry box located at a Promotional Zone during the Promotional Period.</p> <p>If you are a valid entrant who has submitted your fully completed loyalty card as above, you will be known as a "Draw entrant" for the purpose of these Terms and Conditions.</p> |
| How many winners will there be and how will they be determined? | <p>There will be 4 Draw winners determined. A draw will take place at 2pm on 1/05/18 at the Centre Management Office. The first 4 valid Draw entrants drawn randomly from all Draw entrants received during the Promotional Period will win a Draw 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 are 4 Draw prizes to be won. Each Draw prize is a \$1,000 Chadstone Gift Card. The total value of Draw prizes is \$4,000.</p> <p>Draw winners must collect their prize from the Centre.</p> <p>Any Promotional Zone prize or Draw prize won by a person aged 17 or under will be awarded to their parent/guardian (who will be known as a "winner" for the purpose of these Terms and Conditions).</p> |
| How many times can I enter? | <p>Participants can enter a Promotional Zone and participate in an activity once per day, subject to any limits specified within the Promotional Zone.</p> <p>Draw entrants can receive a maximum of one entry into the Draw.</p> |
| How and when will the winners be informed? | <p>Promotional Zone winners will be informed in writing or in person at the time of winning.</p> <p>The Draw winners will be informed via phone and in writing within ten days of the draw.</p> |
| What if I don't claim my prize on time? | <p>If a Promotional Zone prize has not been accepted or claimed at the time of winning, or otherwise as instructed by representatives of the Promoter, the relevant entry will be discarded and the prize will be forfeited.</p> <p>If a Draw prize has not been accepted or claimed by 5pm on 01/06/18, 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/ies will be discarded and the Promoter will re-award the Draw prize/s to</p> |

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| | Reserve Entrant/s and/or carry out an unclaimed prize draw at 11am on 02/06/18 at the same location as the original draw to distribute the Draw prize/s. Any such winner/s will be informed via phone and in writing within ten days of determination. |
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- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. The Conditions of Entry at each Promotional Zone, 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.

Prizes

- 3 All prizes are subject to any additional conditions of the prize supplier/s, including periods of validity, etc.
- 4 In order to be awarded a Draw prize, you must be a Chadstone First member at the time of receiving the prize.

General

- 5 By participating in this promotion, you (and your companion/s) must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You (and your companion/s) consent to the Promoter using your names and images in any promotional or advertising activity.
- 6 Those participating in an activity as part of this promotion must follow the Promoter's instructions, the Conditions of Entry into the relevant Promotional Zone and the full activity rules including in relation to clothing/accessories/footwear which must/must not be worn whilst participating, and any restrictions on food/drink consumption. Participants must not engage in unsportsmanlike conduct or interfere with other participants (e.g. by making any contact with or distracting another participant or acting in any manner which the Promoter considers reckless or inappropriate). Participants must not consume any alcohol or drugs at the relevant activity, before or after competing. The Promoter may disqualify any participant who fails to comply with the Promoter's instructions, the Conditions of Entry into the relevant Promotional Zone, the rules or these Terms and Conditions.
- 7 You accept that some aspects of the activities may be inherently risky or involve dangerous activities.
- 8 In order to participate in the activity/activities, you must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you are healthy and fit enough to participate in the activity. The Promoter may deem that you are insufficiently healthy or fit. You must follow all requirements of the people responsible for managing the relevant activity/ies.
- 9 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.
- 10 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.

- 11 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.
- 12 If you (or your companions, 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 activity and/or promotion, 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 (except where cash is specified) 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.
- 16 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.
- 17 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

- 18 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 19 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).
- 20 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, damage to prizes or for any damage that occurs to prizes when displayed at the Promotional Zone.
- 21 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

- 22 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.