

Vicinity Voice - eDM Competition (February 2023) Terms & Conditions ("Conditions of Entry")

VICINITY CENTRES PRIVACY NOTICE

Vicinity Centres PM Pty Ltd (ACN 96 101 504 045) ('We', 'Our' or 'Us') on behalf of the Shopping Centre collects your personal information in order to run this Promotion, understand your interests and activities in relation to centres which we manage as well as plan, operate and manage these centres and the digital channels through which we engage with you. Where you consent to us doing so, we also use your personal information to contact you with centre news updates, events and promotions. We may disclose your personal information to our related bodies corporate and service providers, including those located in the USA and Singapore. We also de-identify and aggregate your data for market research and data analytics purposes. Our Privacy Policy (<http://vicinity.com.au/privacy-policy>) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.

Schedule				
Promotion:	Vicinity Voice - eDM Competition (February 2023)			
Promoter:	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Participating Shopping Centres, Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148.			
Participating Shopping Centres:	The full list of participating centres for this Promotion are listed in Schedule 1 below.			
Promotional Period:	Start date: 13/02/23 at 09:00 am AEDT End date: 10/03/23 at 11:59 pm AEDT			
Eligible entrants:	Entry is only open to Australian (excluding NT & ACT) residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.			
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) Visit the promotional webpage (either via the email link provided or link advertised online) to confirm consent to participate in the Promotion; b) Nominate their preferred Participating Shopping Centre (from the list outlined below in Schedule 1). Entrants will then be routed to complete a second form; c) Fully complete the Vicinity Voice registration form with all requested personal details to join the Vicinity Voice online community.			
Entries permitted:	Only one (1) eligible entry per person and per valid e-mail will be accepted. For the sake of clarity, an entrant cannot register multiple times with the same e-mail address. By completing the entry method, the entrant will receive one (1) entry and a maximum of one (1) prize is permitted per person.			
Total Prize Pool:	AUD \$5,000.00			
	Prize Description	Number of this prize	Value (per prize)	Winning Method
	The prize is a \$1,000 Vicinity Centres gift card. Type of Vicinity Centres gift card is based on the winner's nominated Participating Shopping Centre.	5	AUD\$1,000.00	Draw: computerised random selection - 13/03/23 at 04:00 pm AEDT
Prize Conditions:	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.			
Winner notification:	The winners will be contacted by email and phone within seven (7) days of the draw. The winners will be published at https://www.plexus.co/terms/vicinity-voice-edm-competition-february-2023 by 20/03/23.			
Unclaimed Prizes:	In the event that for any reason whatsoever a winner does not accept a prize (including if the Promoter is not able to successfully get in contact with the winner) by 14/04/23 at 04:00 pm AEST or if the winner is			

determined to not be an eligible entrant or to not be entitled to the prize pursuant to these Conditions of Entry, then the prize will be forfeited by the winner and the first selected reserve entrant drawn from the original draw will be deemed to be the winner of the relevant prize. The redraw winner/s will be notified publicly (and their details published) at <https://www.plexus.co/terms/vicinity-voice-edm-competition-february-2023> by 23/05/23.

If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <https://www.plexus.co/terms/vicinity-voice-edm-competition-february-2023>.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Participating Shopping Centres, the Promoter, their tenants, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Draw:
 - a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 04:00 pm AEDT on 13/03/23 using computerised random selection.
 - i) The first five (5) valid entries drawn will be the winners of the prizes specified in the Schedule above.
 - b) The draw conductor will draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
11. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.

14. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
19. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter's decision will be final.
20. The Promoter, the Participating Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Participating Shopping Centres may use any such marketing and editorial material without further reference or compensation to them.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

Schedule 1 – Participating Shopping Centres

Participating Centre
Altona Gate
Armidale Central
Bankstown Central
Bayside Shopping Centre
Box Hill Central
Broadmeadows Central
Buranda Village
Carlingford Court
Castle Plaza
Chatswood Chase
Colonnades
Cranbourne Park
DFO Brisbane
DFO Essendon
DFO Homebush
DFO Moorabbin
DFO Perth
DFO South Wharf
DFO Uni Hill
Dianella Plaza
Eastlands
Elizabeth City Centre
Ellenbrook Central
Emporium Melbourne
Galleria
Grand Plaza
Gympie Central
Halls Head Central
Karratha City
Kurralta Central
Lake Haven Centre
Livingston Marketplace
Maddington Central
Mandurah Forum
Midland Gate
Mornington Central
Myer Centre Brisbane
Nepean Village
Northgate Shopping Centre
Northland

Oakleigh Central
QueensPlaza
QVB (Queen Victoria Building)
Rockingham Centre
Roselands
Roxburgh Village
Sunshine Marketplace
Taigum Square
The Galleries
The Glen
The Strand
Victoria Gardens
Victoria Park Central
Warriewood Square
Warwick Grove
Whitsunday Plaza