

## Festive Celebrations Promotion 2021 Competition

### Terms and Conditions

<b>Who is running the competition?</b>	The Promoter is the Elsternwick Mainstreet Committee (ABN 74 814 986 749), Suite 110/283 Glen Huntly Road, Elsternwick VIC 3185.
<b>When will the competition start and end?</b>	The competition starts at 12.01 am (AEST) on 16/11/21 and ends at 11.59pm (AEDT) on 17/12/21.
<b>Who can enter?</b>	Only Australian residents can enter.
<b>Who can't enter?</b>	Directors, officers, management and employees of: <ul style="list-style-type: none"> <li>a) the Promoter;</li> <li>b) the agencies or companies associated with this competition or the Promoter; or</li> <li>c) the retail stores located in the Elsternwick Village precinct, and the immediate families of those people, can't enter.</li> </ul>
<b>Where will the competition run?</b>	The competition will run on the Elsternwick Village website - <a href="https://elsternwick.com/">https://elsternwick.com/</a>
<b>Entry instructions</b>	Visit <a href="https://elsternwick.com/competitions/summer-promotion/">https://elsternwick.com/competitions/summer-promotion/</a> <ul style="list-style-type: none"> <li>(a) Fill out and submit the online entry form and all other requested information,</li> </ul> to receive entry into the prize draws. If you win, you will be contacted about collecting your prize and must consent to having your photo taken for use on the Elsternwick Village website and social platforms.
<b>How many winners will there be and how will they be chosen?</b>	There will be 3 winners determined in respect of this competition. The draw will be held on 20/12/21 at 1pm (AET) at 322/282 Collins St, Melbourne VIC 3000. The first valid entries drawn randomly from the entries received during the Competition Period will win the prizes. Entrants can only receive 1 prize for the promotion. The Promoter may draw additional reserve entries and record them in order, in case the winning entry/entrant is deemed invalid.
<b>What can I win?</b>	There are 3 prizes available <ul style="list-style-type: none"> <li>• 3 x \$300 gift vouchers redeemable at any Elsternwick Village Store.</li> </ul> If you win, you will be contacted about collecting your prize and must consent to having your photo taken for use on the Elsternwick Village website and social platforms.
<b>Total prize pool</b>	The total prize pool is \$900.00.
<b>How many times can I enter?</b>	Entrants will be eligible for a single entry in the prize draw. Entrants will only be eligible to receive 1 prize for the promotion.

<b>How and when will the winner be informed?</b>	If you are the winner, you will be informed in writing via email on the same day as the draw and your name and state/territory of residence will be published on the Promoter's Facebook page at <a href="http://www.facebook.com/elsternwickvillage/">www.facebook.com/elsternwickvillage/</a> on that same date and in the Promoter's E-Newsletter.
<b>If I win, when must I claim my prize?</b>	You must claim your prize by 1pm (AEDT) on 17/01/22.
<b>What if I don't claim my prize on time?</b>	<p>If a prize has not been accepted or claimed by 1pm (AEDT) on 17/01/22 or if, after making all reasonable attempts, the Promoter can't contact the drawn winner (or the 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 by carrying out an unclaimed prize draw at 1pm (AEDT) on 18/01/22 (<b>Unclaimed Prize Draw</b>) at the same location as the original draw to distribute the prize. All entries received during the Competition Period will be combined for the purposes of this draw.</p> <p>If you are a winner in the Unclaimed Prize Draw you will be informed by email within two days of the Unclaimed Prize Draw and your name and state/territory of residence will be published on the Promoter's Facebook page at <a href="http://www.facebook.com/elsternwickvillage/">www.facebook.com/elsternwickvillage/</a> and in the Promoter's E-Newsletter.</p>

- 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 Competition Period. Your entry is deemed to be received only when received by the Promoter's database. You will receive a return online message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

### **Prizes**

- 3 Any voucher prize is subject to the conditions imposed by the supplier of voucher including any validity period.

### **General**

- 4 If you are the winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
- 5 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.
- 6 You must not:
  - (b) tamper with the entry process;
  - (c) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (d) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (e) 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 competition;
  - (f) breach any law; or
  - (g) behave in a way that is otherwise inappropriate.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this competition is final.
- 9 Prizes cannot be transferred or exchanged nor redeemed for cash. The prize value is correct as at the date of preparing these Terms and Conditions 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.
- 10 By entering, you request that your full address not be published.
- 11 If this competition 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 competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

- 12 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 competition 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**

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition 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).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, or damage to, the prize.
- 16 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition 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**

- 17 The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. The Promoter's Privacy Policy ([see privacy policy](#)) includes information about:
- (i) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
  - (ii) how to complain about a privacy breach and how the Promoter will deal with such a complaint.