

WIN AN UMBRELLA PACKAGE TERMS & CONDITIONS

- 1) Information on how to enter the competition forms part of these Terms and Conditions. Participating in this competition constitutes acceptance of these Terms and Conditions.
- 2) This competition is being run at Bendigo Marketplace Shopping Centre 116-120 Mitchell Street Bendigo Victoria.

Promotional Period

- 3) The promotional period includes every day that the centre is open for trade commencing at 9:00am (local time) on 6th October 2017 and concluding at close of business (local time) on 30th October 2017 ('**promotional period**').

Eligibility to Enter

- 4) Entry is open to Australian residents aged 18 years or over.
- 5) Officers, employees and immediate families of officers and employees of the promoter, the associated companies and contractors of the promoter, retailers of the centre and any other agencies associated with this competition are ineligible to enter.

How to Enter

- 6) To be eligible to enter individuals must during the promotional period: (i) Complete an entry form located at the Marketplace FOTF activation in front of Boost Juice, select their favourite outfit out of the 5 outfits on display and place their entry into the competition barrel located at the activation.
- 7) The entire entry form must be completed in order for entries to be accepted.
- 8) One entry is permitted per person per day.

Draw

- 9) The winner of the competition will be determined by physical draw. The draw will take place at Bendigo Marketplace Centre Management 37 Garsed Street Bendigo 3550 at 10:00am AEST on Tuesday 31st October 2017.
- 10) The promoter reserved the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

Prize

- 11) The first valid entry drawn from all entries received during the promotional period will win a umbrella package for six (6) adults to Bendigo Cup. ('**Prize**').
- 12) ***Umbrella Package:*** The Umbrella package ('**Prize**') includes the following:
 - General admission tickets for six (6) adults to enter into the racecourse on Bendigo Cup day 2017.
 - A reserved seating area with an Umbrella for six (6) adults.
- 13) One prize only, non refundable, not redeemable for cash, non changeable and not valid with any other offer. Redeeming the prize is conditional upon acceptance of the terms and conditions of this promotion. No Portion of the prize is redeemable for cash. If the winner cancels the package for any reason no refund will be given and the prize will be therefore void.
- 14) The winner of the prize will be notified by telephone within 7 business days of the draw.

Unclaimed Prize Draw

- 15) If the prize for any reason is unclaimed by Tuesday 31st of October 2017. The original winner will forfeit their right to claim the prize and the person who was originally drawn as runner up will receive the prize.

General

- 16) Total prize pool value is up to \$475.
- 17) An entry that is incomplete, inaudible or non-compliant with these terms and conditions will be deemed invalid and will not be accepted or considered. The promoter reserves the right at any time to verify the validity of entries and entrants (including any entrant's identity, age and place of residents) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Errors and omissions may be accepted at the promoter's discretion. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 18) Entrants consent to the promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome) and promoting any products manufactured, distributed and/or supplied by the promoter.

- 19) If this competition is interfered within any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the promoter; including but not limited to technical difficulties, unauthorised intervention or fraud the promoter reserves the right, in its sole discretion from a regulatory authority, to modify, suspend, terminate or cancel the competition as appropriate.
- 20) Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) then the prize (or element of the prize) will be forfeited.
- 21) Prizes/Gifts or any unused portion of the Prize/Gift are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 22) If there is a dispute to the identity of an entrant, the promoter reserves the right in its sole discretion, to determine the identity of the entrant.
- 23) An entry is also considered valid if the entrant agrees to participate in any public relations activities the centre undertakes about the prize if the customer wins a prize, including photographs for press and other media promotions.
- 24) The prize winner will be required to provide photographic proof of identity on acceptance of the prize.
- 25) Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the competition and consumer act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the non excludable guarantees, the promoter including its respective officers, employees and agents, excludes all liability including negligence for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential arising in any way out of the competition.
- 26) The promoter's decision is final and no other correspondence will be entered into.
- 27) The promoter is ISPT Pty Ltd (ABN 21 101 068 970) at 37 Garsed street Bendigo 3550 ('promoter').

Privacy Statement

By entering the competition, unless otherwise stated by the entrant, each entrant consents to the information they submit being entered into a database and the promoter may use this information in any media future marketing and publicity purposed (including using this information in delivering marketing communications on behalf of the promoter via mail, email or SMS) for the purposes of conducting trade promotions and to announce the winner without any future reference or payment or other compensation to the entrant. All personal details of the entrant will be stored at the offices of the promoter. A request to opt out, access, update correct or remove any information should be directed to that office.