

# THE PINES ELANORA

## “DRIVE AWAY A WINNER”

### TERMS AND CONDITIONS

<b>SCHEDULE</b>	
<b>Item 1: Promotion</b>	To go in the draw to win a prize as specified under the prize pool at The Pines Elanora Shopping Centre.
<b>Item 2: Promoter</b>	The Pines Shopping Centre (QLD) ACN 055 688 607 of PO Box 4100, Elanora, Qld 4221
<b>Item 3: Participating Retailers</b>	Participating retailers include permanent retail tenants at The Pines Elanora. Participating retailers include Woolworths, Coles, Kmart, Aldi and Specialty stores.
<b>Item 4: Prize Pool</b>	Total Prize Pool of \$18,000 consisting of: <ul style="list-style-type: none"> <li>• One Mazda2 from South Coast Mazda Hereafter called the ‘Major Prize’</li> <li>• 20 x \$100 Grocery Gift Vouchers</li> </ul>
<b>Item 5: Permit Number</b>	Not required.

#### **1 Introduction**

- 1.1 Participation in this Promotion and information regarding redemption of any prizes from the Prize Pool forms part of these terms and conditions.
- 1.2 By submitting an entry into this Promotion, Entrants warrant that they have read, understand and agree to be bound by these terms and conditions.
- 1.3 A copy of these terms and conditions can be obtained from the Centre Management Office.

#### **2 Duration**

- 2.1 This Promotion runs from 9:00am Saturday 9<sup>th</sup> March, to 7am Saturday 13<sup>th</sup> April 2019.

#### **3 Eligibility**

- 3.1 This Promotion is only open to residents of Queensland.
- 3.2 Directors, officers, management, suppliers and their employees (and the immediate families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion.
- 3.3 Retailers, store owners, managers and their employees at The Pines Shopping Centre are ineligible to enter the Promotion.
- 3.4 Partial lay-by receipts, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates and phone bills) along with Tobacco products and gift cards are not accepted as part of this competition.
- 3.5 If the Entrant is under the age of 18 years, the prize will be awarded to the winner’s nominated parent or guardian. Proof of age must be provided.

#### **4 Method of entry**

4.1 To enter, a person (Entrant) must:

- a) Complete the free entry delivered via letterbox and/or published in the Sun Newspaper; or
- b) spend \$40.00 or more at any specialty store or \$80.00 at Woolworths, Coles, Aldi or Kmart in a single transaction at The Pines Shopping Centre between 9:00am Saturday 9<sup>th</sup> March , to 7am Saturday 13<sup>th</sup> April 2019 to obtain an entry form from the participating retailer; and
- c) correctly complete the entry form by:
  - a. completing it in full including the Entrant's full name, suburb, postcode and contact telephone number along with store name, Spend amount and date of entry if applicable;
  - b. placing the entry form into the main competition barrel at The Pines Shopping Centre.
- d) Winners must retain valid receipts to confirm the amount spent. If a receipt is not produced at time of notification, the winner may not be eligible to claim the prize and a re-draw may occur.

4.2 Two receipts from the same day may be combined in specialty stores to reach the \$40 spend.

4.3 The Promoter does not accept responsibility for late, lost or misdirected entry forms.

4.4 There is no limit on the number of times a person may enter the Promotion.

4.5 The Promoter reserves the right to not accept entries that are illegible, forged, mutilated, copied or tampered with in any way.

#### **5 Draw**

5.1 One Hundred semi- finalists will be randomly drawn during the campaign. Semi-finalists must be available to attend the major draw on the morning of Saturday 13<sup>th</sup> April 2019 (time to be confirmed) at The Pines Elanora Shopping Centre. The winner of the 'Major Prize' will be determined via a random draw. Each semi-finalist will randomly select an Envelope. The 21 semi-finalists with a number on the car number plate inside the envelope will go through to part two of the finals. The lowest number will go first to choose a key. Once all keys have been chosen the semi-finalists will be called up in the same order, to open the car. The first entrant whose key opens the car will drive away the winner.

5.2 The judge's decision is final. No further correspondence will be entered into.

5.3 The semi-finalists will be contacted by phone after the weekly draw has taken place.

5.4 The semi-finalists MUST be present at the final draw on Saturday 13<sup>th</sup> April 2019 to win the Major Prize.

#### **6 Prizes**

6.1 The total amount of prizes for this Promotion consists of the number of prize noted in Item 4. All prize values are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

6.2 Prize Model Mazda2 Neo 1.5L Hatch. Total prize value is AU\$16,990 including registration, compulsory third party insurance, stamp duty and dealer delivery charges. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The prize is not transferable, redeemable or exchangeable for cash.

6.3 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

6.4 All prizes are subject to the terms and conditions of the individual provider of the prize.

6.6 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value, subject to any written directions from a regulatory authority.

## **7 Notification**

7.1 All semi-finalists will be notified by phone or email.

## **8 Prize collection**

8.1 The Prize winner must collect the 'Major Prize' from Tweed Coast Mazda, unless otherwise informed by the Promoter at the time of winning. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim a prize.

8.2 Prizes must be collected with fourteen (14) days of notification. If for any reason a winner does not redeem a prize by the time stipulated, then the prize will be forfeited.

8.3 A redraw for any forfeited Prizes will take place at Centre Management and the Prizes must be collected within 7 days, subject to any written directions from a regulatory authority.

8.4 Winners must retain valid receipts to confirm the amount spent. If a receipt is not produced at time of notification, the winner may not be eligible to claim the prize and a re-draw may occur.

## **9 Publicity materials**

9.1 By entering into this Promotion, Entrants accept that their name may be made public. A picture, along with the winner's name, may be requested for publication in local and regional newspapers as part of the Promotion.

## **10 Release and indemnity**

10.1 The Promoter accepts no responsibility for the prize once they have been collected by the winner.

10.2 The Promoter accepts no responsibility for lost, late or illegible receipts.

10.3 The Promoter and its associated subsidiaries, agencies, employees, advisers, agents and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this Promotion or as a result of taking or using any prize, except for any liability which cannot be excluded by law.

10.4 The prize winner must, on demand, indemnify and keep indemnified, the Promoter, its subsidiaries, agencies, employees, advisers, agents and companies against all claims, losses, damages, costs and expenses reasonably or lawfully suffered or incurred by the Promoter by reason of any loss, damage or injury incurred by the Promoter arising out of this Promotion.

## **11 Termination of Promotion**

11.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any Entrant or other person, subject to applicable laws.

## **12 Decisions final**

12.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.

12.2 If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

12.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with Entrants or any other person will be entered into.

## **13 Personal information and privacy**

- 13.1 Under the *Privacy Act 1988* the Promoter must tell an Entrant when it collects personal information about them and how it will use it. If the Entrant chooses to enter or take part in this competition, the Entrant will be required to provide information about themselves.
- 13.2 The personal information supplied by Entrants when entering this Promotion may be used for the purpose of sending information on any of the Promoter's products or services. From time to time this information may be used by the Promoter. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the *Privacy Act 1988*. Subject to the provisions of the *Privacy Act 1988*, Entrants may have access to any personal information held by the Promoter by contacting 07 5534 6722.
- 13.3 The Entrant acknowledges that any personal information provided by the Entrant is not sensitive information.
- 13.4 If the Entrant wishes to access, update or correct the Entrant's personal information, the Entrant may do so by providing the Promoter with written notice.

If an Entrant prefers that the Promoter not use their details and/or retain their details, please contact the Promoter on 07 5534 6722. All Entrants have a right to access most personal information which the Promoter holds about them. The Promoter may deny any request for access in some circumstances. If the Promoter does this, it will tell an Entrant why.