

## **TERMS & CONDITIONS**

### **Birallee Village Shopping Centre | '12 Days of Christmas Giveaways'**

#### **1. Introduction**

1.1 This '12 Days of Christmas Giveaways' (Promotion) is conducted by Birallee Village Shopping Centre (Promoter).

1.2 These terms and conditions apply to all entries into and / or prizes awarded under the Promotion.

1.3 The laws of VIC apply to the conduct of the Promotion and the interpretation of these terms and conditions.

1.4 By submitting a physical entry into this Promotion, Entrants warrant that they have read, understand, accept and agree to be bound by these terms and conditions.

#### **2 Duration**

2.1 The Promotion runs from 9am Friday 22<sup>nd</sup> November 2024 until Friday 20<sup>th</sup> December 2024, concluding at 3pm.

#### **3 Eligibility**

3.1 The Promotion is only open to Australian residents 18 years of age or older (Entrant).

3.2 Directors, officers, management, suppliers and their employees (and the immediate families of directors, officers, management, suppliers and employees) of the Promoter and its related bodies are ineligible to enter the Promotion.

3.3 Retailers, store owners, managers and their employees (and the immediate families of directors, officers, management, suppliers and employees) at Birallee Village 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 the promotion.

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

4.1 To enter, an Entrant must:

4.1.1 Spend a minimum of \$10 at participating Birallee Village Shopping Centre specialty retailers OR spend a minimum of \$80 or more at Coles; and

4.1.2 Place your completed entry form into the competition box located near Coles; and

4.1.3 Correctly complete the entry details including the Entrant's full name, email address, contact telephone number, postcode; and

4.1.4 Attach a valid receipt as proof of purchase and to confirm the amount spent.

4.2 The daily winner/s is deemed to be the first person drawn who meets the entry criteria set out in clause 4.1.

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

4.4 Receipts must be from the timeframe within the promotional dates only.

4.5 Duplicate receipts will not be accepted.

4.6 Entrants will only be permitted to enter by submitting a single receipt which meets the minimum spend requirements.

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

4.8 Entrants can enter multiple times with different receipts that meet the above criteria.

## **5 Draw**

5.1 The first eligible entry/entries will be drawn daily to decide the prize winners across the 12-day period (9<sup>th</sup> – 20<sup>th</sup> December). The Promoter's decision is final. No further correspondence will be entered into.

## **6 Prizes**

6.1 The total value of gifts for this Promotion is approx. \$2,500.

6.2 The detailed prize pool includes:

- **Day 1:** 2 x \$50 Chemist Warehouse gift cards
- **Day 2:** 10 x \$10 foodie gift voucher (Valid at participating retailers)
- **Day 3:** 2 x local wine gift pack from Liquor Stax (\$50 value)
- **Day 4:** 2 x \$50 gift voucher from Simple Indulgence
- **Day 5:** 4 x \$25 scratchie gift packs from Birallee News
- **Day 6:** 2 x \$50 gift voucher from Treasure Hunter
- **Day 7:** 10 x \$10 foodie gift voucher (Valid at participating retailers)
- **Day 8:** 2 x X Nails gift voucher
- **Day 9:** 4 x \$50 gift vouchers from Liquor Stax
- **Day 10:** 10 x half Christmas ham (\$35 value) from The Haus of Meat
- **Day 11:** 5 x Bakers Delight Christmas gift packs (\$30 value)
- **Day 12:** 4 x \$250 Coles gift cards
- **TOTAL VALUE:** \$2,500

6.3 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 due to availability of products at the time of purchase.

6.4 The prizes are not transferable, redeemable, or exchangeable for cash.

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

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

6.7 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 Prize collection**

7.1 Information will be provided to each winner on how and where to collect their prize. It will be the winner's responsibility to collect the prize once provided with the relevant information and instructions within a seven (7) day period. If for any reason a winner does not collect a prize by the time stipulated, then the prize will be forfeited.

## **8 Publicity Materials**

8.1 By entering this Promotion, Entrants accept that their name may be made public. A picture, along with the recipients' name, may be requested for publication on Social Media platforms as part of the Promotion. You agree to your name and picture being published as a condition of entry into this Promotion.

## **9 Disclaimer**

9.1 Photographs used in the Promotion are for illustrative purposes only and may not be to scale or depict exact prize detail or size.

9.2 By entering the Promotion, you acknowledge that these terms and conditions provide adequate warning of eligibility requirements, alternative prize arrangements and afford a reasonable opportunity for you to seek your own independent legal advice prior to taking any prize.

9.3 The Promoter accepts no responsibility for any prize once it has been collected by the winner.

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

9.5 To the extent permitted by law, including pursuant to schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), the Promoter and its associated subsidiaries, employees, advisers, agents, and related bodies corporate shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Promotion (including but not limited to direct, indirect, or consequential loss or damage or personal injury).

9.6 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.

## **10 Termination of Promotion**

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

## **11 Decisions Final**

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

11.2 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.

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

## **12 Personal information and privacy**

12.1 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.

12.2 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 in various ways, including but not limited to public marketing and promotional material. 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 Dixon Commercial Real Estate located at 576 Kiewa Street, Albury NSW 2640.

12.3 The Entrant acknowledges that any personal information provided by the Entrant is not sensitive information.

12.4 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.

12.5 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.

12.6 The Promoter reserves all rights to amend these Terms & Conditions of this Promotion at any time, with or without providing notice and within its complete discretion at any time.