

TERMS AND CONDITIONS FOR ARMADA BATHURST SHOPPING CENTRE “HOME HOLIDAY CREATIONS” PROMOTION

1. Information on how to enter and prizes forms part of these Terms and Conditions. Participation in Home Holiday Creation Promotion (“Promotion”) is deemed acceptance of these Terms and Conditions.

WHO CAN ENTER?

2. Subject to condition 3, this Promotion is only open to Australian residents within the Bathurst Local Government Area.

3. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in a Participating Centre (as defined in Clause 5 below) or any of the Promoter’s agencies or suppliers that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

4. The Promotion commences at 9am Monday September 27 – 11.59pm on Friday October 1 (“Promotion Period”). Entries received outside of these times and after the closing time will not be eligible for entry. There will be one (1) entry period per day over a five (5) day period as follows:

Promotion period	Promotional times	Winner announcement
Monday, September 27, 2021	9.00am – 11.59pm	Noon, Tuesday September 28, 2021
Tuesday, September 28, 2021	9.00am – 11.59pm	Noon, Wednesday September 29, 2021
Wednesday, September 29, 2021	9.00am – 11.59pm	Noon, Thursday September 30, 2021
Thursday, September 30, 2021	9.00am – 11.59pm	Noon, Friday October 1, 2021
Friday, October 1, 2021	9.00am – 11.59pm	Noon, Tuesday October 5, 2021

HOW TO ENTER

5. The Promotion will be conducted on the following Facebook page:
<https://www.facebook.com/armadabathurst/> (“Participating Pages”).

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:

1. Upload a Home Holiday Creations photo on the daily post based on the following themes:
 - Rock painting
 - Art & Craft
 - Lego designs and/or
 - Baking creations

2. Tell us in 25 words or less what inspired your Home Holiday Creation

WINNER DETAILS

7. Each day a winner will be chosen based on the most creative entry. There will be five (5) prize winners chosen from entries over the promotional period (as outlined in Clause 4), with one (1) winner per day announced in the schedule outlined in Clause 4. The winners will be chosen based on skill, with the most creative entries, as deemed by the judges awarded the prize. The judges decision is final and chance play no part in determining the winning entries.

WINNER NOTIFICATION

8. The provisional winner of each Prize Draw will be notified by a post on the Armada Bathurst Facebook page within two (2) business days of the draw (as outlined in Clause 4, where there is a weekend this may be longer) and a Facebook message where available. Each provisional winner will only be deemed a winner once verified by the Promoter. The winners must claim their prizes as agreed with centre management upon verification of their prize claim. To claim their prizes the winners will need to show proof of identification.

PRIZES

9. 5 x \$50 Kmart gift vouchers. Total prize value \$250.

CLAIMING

10. Each winner must confirm their full name and postal address to Armada Bathurst Shopping Centre to claim the prize.

GENERAL

11. This promotion is in no way sponsored or endorsed by Facebook.

12. Incomplete, indecipherable or illegible entries will be deemed invalid.

13. The Promoter takes no responsibility for lost or late entries.

14. The Promoter's decision is final on all matters related to this Promotion and no correspondence will be entered into.

15. The Promoter reserves the right to refuse to award any prize to any entrant who the Promoter (in its sole discretion) believes has violated the terms and conditions or gained an unfair advantage in participating in the Promotion or won using fraudulent means.

16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

17. The Promoter will not be liable for any prizes that are lost, stolen or damaged and will not replace them.

18. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting participating retailers) and entrants (including an entrant's identity, age and place of residence) 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

19. If for any reason this Promotion is not capable of running as planned by reason of (including, but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion or for any other reason then the Promoter may elect to cancel, terminate, modify or suspend the Promotion. The Promoter reserves the right in its sole discretion to disqualify any entrant who tampers with the entry process.

20. The winners take the prizes at entirely their own risk and indemnify the Promoter and any Suppliers associated with this Promotion in respect of any claim for accident, injury, property damage or loss of life that may incur in connection with the prizes.

21. The Promoter and any Suppliers associated with this Promotion will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death or loss, or damage to property which is suffered or sustained in connection with any prize, except to the extent that liability cannot be excluded by law. Nothing is intended to restrict, exclude or modify customers' rights at law against the Promoter or retailers.

22. These terms and conditions shall be governed by and construed in accordance with the laws of Australia and shall be subject to the exclusive jurisdiction of Australian Courts.

PRIVACY

In order to conduct this Promotion, the Promoters needs to collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. The Promoters, RetPro Management & Moelis Australia may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant and for such other purposes as set out in the RetPro Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoters. All personal details of claimants will be stored in accordance with the RetPro Privacy Policy. Upon the claimant's request, all information provided will be removed from our active database. To request details to be removed, please email infobathurst@retprogroup.com.au. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. Any complaints regarding the treatment of personal information should also be directed to infobathurst@retprogroup.com.au and will be dealt with by the Promoters in accordance with its Privacy Policy. To view the Armada Bathurst Privacy Policy please visit www.armadabathurst.com.au. All claims remain the property of the Promoters.