

COMPETITION TERMS & CONDITIONS

Kmart Opening

PARTICULARS

Item 1.	Type of Competition	Game of Chance
Item 2.	Name of Competition	Kmart Opening
Item 3.	Shopping Centre	Watergardens Town Centre, located at: 399 Melton Hwy, Taylors Lakes VIC 3038
Item 4.	Permit Number	No Permit Number required.
Item 5.	State Competition is being held	Victoria
Item 6.	Promoter	Watergardens Pty Ltd (ACN 066 225 205) as trustee for Watergardens Trust (ABN 77 988 181 838)
Item 7.	Centre Contact Number	(03) 9361 5511
Item 8.	Privacy	For privacy information please visit: https://www.watergardens.com.au/
Item 9.	Competition Period	Start Date: 6 May 2021 at 09:00 AM (AEDT) End Date: 19 May 2021 at 09:00 AM (AEDT)
Item 10.	Eligibility Restrictions	Entry is only open to Victoria residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.
Item 11.	Entry Method for Eligible Entry	To enter the Competition, the entrant must complete the following steps during the Competition Period: Sign up to/be a member of Watergardens eNewsletter; and Reply to the following question in the competition email sent exclusively to Watergardens members: In 25 words or less, what Kmart product do you need most in your life?
Item 12.	Maximum Number of Entries Permitted	Only one (1) eligible entry per person will be accepted. By completing the entry method the entrant will receive one (1) entry.
Item 13.	Entry Form / Information Form Required	No
Item 14.	Entry Form / Information Form Collection Location	N/A
Item 15.	Purchase Receipt Validation Required	No
Item 16.	Total Prize Pool Value	\$500.00 AUD
Item 17.	Number of Prizes	10
Item 18.	Number of Winners	10
Item 19.	Prize Description	The winner will receive: One \$50 Kmart Gift Card

		[or any substitute prize of a similar replacement type and value as determined by the Promoter.]
Item 20.	Prize Conditions	
Item 21.	Draw Date	19 May 2021 at 10:00 AM (AEDT)
Item 22.	Draw Location	Centre Management Office
Item 23.	Method of Drawing Winner(s)	The Promoter will conduct a manual barrel draw of all eligible entrants to determine the winner(s).
Item 24.	Notification of Winner(s)	email
Item 25.	Claimed Prizes: Period Prize Must be Claimed By	23 May 2021 at 04:30 PM (AEDT)
Item 26.	Unclaimed Prizes: Period Until Another Prize Winner is Drawn	24 May 2021 at 08:00 AM (AEDT) after the Prize Claim deadline has passed
Item 27.	Prize Delivery	The Prize(s) will be delivered via: Collect from the Customer Service Desk, opposite Big W.
Item 28.	Prize Restrictions	<p>As per the below Terms & Conditions of the Competition unless the Prize(s) are a cash prize the prize(s) are not redeemable for cash nor transferrable; If the Prize is provided by a third party the Prize is subject to any conditions imposed by the relevant provider(s); and The Prize is subject to availability and is subject to any terms and conditions imposed by the relevant provider(s).</p> <p>Where the Prize is a gift card, any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p>
Item 29.	Personal Information Required from Participant	Email Address
Item 30.	Publication Details	Facebook.
Item 31.	Centre's Use of Personal Information	Conducting the Competition or Promotion; Carrying Out Marketing the Competition or Promotions Activities and Adding the Details of the Participant to the Centre Database
Item 32.	If the Prize is a Gift Card (or another Prize which has conditions attached), where can the terms and conditions for the Prize be found	<p>https://www.watergardens.com.au/</p> <p>No other T&C's applicable.</p>
Item 33.	List of Participating Stores Required	No

Item 34.	List of Non-Participating Stores	No
Item 35.	Eligible Transaction exclusions	No

TERMS AND CONDITIONS

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Competition Period.
3. The Participant may enter the Competition the number of times specified in the Maximum Number of Entries Permitted during the Competition Period.
4. To participate in the Competition, the Eligible Person must during the Competition Period:
 - (a) To enter the Competition, the Eligible Person must complete the Entry Method for Eligible Entry specified during the Competition, Period; and
 - (b) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
5. For Competitions which include Participating Retailers the Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Retailers at any time.

The Competition

6. The Competition will be conducted either at the Centre, online at the Centre's website or on the Centre's social media accounts during the Competition Period. The Competition will end on expiration of the Competition Period .

Eligibility

7. The Competition is only open to Eligible Persons.
8. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Prize

9. Each Eligible Entry by an Eligible Person will be entered into the Competition.
10. If a Prize Recipient is under the age of 18 years, the parent or guardian of the Prize Recipient who gave permission for entry into the Competition will be deemed to be a Prize Recipient for the purposes of the Competition.
10. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
11. The Prize Winners drawn at random will win a Prize.
12. The draw will take place at the Centre.
13. The Promoter will use reasonable efforts to notify the Prize Winners to arrange delivery or collection of the Prize.
14. If despite reasonable efforts the Promoter is unable to locate or contact the Prize Winner within seven (7) days after a winner is drawn, another Prize Winner will be drawn. Any subsequent winner will be notified in accordance with these Terms and Conditions.
15. The Promoter may, but is not obliged to, publish the results of the Competition. By participating in the Competition, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Prize. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on the Centre's website and/or Facebook account and/or Instagram account(s).
16. A Participant claiming to be a Prize Winner will be required to provide proof of identity.
17. The Promoter's decision as to the winner of the Prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.
18. The Prizes are subject to the conditions relating to the use of the Prize (including validity period) which can be obtain directly from the Prize provider. Where the use of the Prize is subject to the terms and conditions of a Prize provider other than the Centre, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

Other General Terms

19. All Competition entries are the property of the Promoter.
20. Each Participant:

- (a) presently assigns to the Promoter all Intellectual Property Rights in or for the Materials and all existing and future materials created (whether alone or jointly with the Promoter) by the Participant in relation to the Materials;
 - (b) warrants that the Participant has the right to make this assignment and that the Promoter's use of the Materials will not infringe any Intellectual Property Rights of any third party; and
 - (c) voluntarily, irrevocably and unconditionally consents to the Promoter, or persons authorised by the Promoter, doing or omitting to do, with respect to the Materials, any act which would otherwise infringe the Participant's Moral Rights in the Materials.
21. The Prize Winner consents to the Promoter using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.
 22. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (a) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (b) any personal injury suffered or sustained,
 during the course of participating in this Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
 23. Each Participant indemnifies and keeps indemnified the Promoter Entities and Facebook and Instagram against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of the Prize by the Participant.
 24. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - (a) disqualify any Participant; and/or
 - (b) modify, suspend, terminate or cancel the Competition as appropriate.
 25. The Competition is not sponsored, endorsed, administered by, or associated with, Facebook or Instagram. The Participant agrees that Facebook or Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Facebook and Instagram to the full extent permitted by law.
 26. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook or Instagram.
 27. If for any reason any aspect of this Competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and invalidate any affected entries, or suspend or modify a Prize.

Privacy

28. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the Competition, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's full name, Facebook account and/or Instagram name.
29. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of adding the Participant's details to the Centre's database.
30. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Competition in particular and in general for notification and promotion of Prizes.
31. By entering the Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
32. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter.
33. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
34. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at the Centre's website.

35. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

Definitions

"Centre" means the Centre specified.

"Competition" means the opportunity to go into the draw to attempt to win a Prize in accordance with these Terms and Conditions.

"Competition Period" means the period specified.

"Eligible Entry" means an entry which complies with the requirements of clause 3.

"Eligible Person" means an individual who:

- (a) is a resident of the relevant state/territory the Centre is located within;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Competition;
- (c) is not a Non-Eligible Person; and
- (d) submits an Eligible Entry.

"Eligible Transaction" means a transaction made by an Eligible Person who makes a purchase at a Participating Retailer during the Competition Period. For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, electronic receipts (on phones) or 'click and collect' (online purchases), subscriptions, medical and cosmetic services, TAB, liquor and cigarette purchases, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

"Intellectual Property Rights" means all intellectual property rights, including copyright and any right to keep confidential information confidential.

"Materials" means written materials provided by the Participant pursuant to the Competition.

"Moral Rights" means the rights under the Copyright Act 1968 of integrity of authorship, attribution of authorship, and the right not to have authorship of a work falsely attributed.

"Non-Eligible Person" means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

"Participant" means any person who participates in the Competition.

"Participating Retailer" means the retailers included in the list of Participating Retailers.

"Prize" means the Prize or any substitute Prize of a similar replacement type and value as determined by the Promoter. Entrants may only win one (1) Prize.

"Promoter" means the owner of the Centre.

"Promoter Entities" means the Promoter, all associated companies, advisors and agencies and all those entities' personnel including social media companies Facebook and Instagram.