

PROMOTION TERMS & CONDITIONS

Watergardens Where's Wally Happiness Hunt

PARTICULARS

Item 1.	Type of Competition	Promotion
Item 2.	Name of Promotion	Watergardens Where's Wally Happiness Hunt
Item 3.	Shopping Centre	Watergardens Town Centre, located at: 399 Melton Hwy, Taylors Lakes VIC 3038
Item 4.	State Promotion is being held	Victoria
Item 5.	Promoter	Watergardens Pty Ltd (ACN 066 225 205) as trustee for Watergardens Trust (ABN 77 988 181 838)
Item 6.	Centre Contact Number	(03) 9361 5511
Item 7.	Privacy	For privacy information please visit: https://www.watergardens.com.au/
Item 8.	Promotional Period	Start Date: 8 January 2022 at 09:00 AM (AEDT) End Date: 23 January 2022 at 05:00 PM (AEDT) or once all gifts are exhausted (whichever is first to occur)
Item 9.	Eligibility Restrictions	Claims are only open to Victoria residents. Claimants under the age of 18 must have parent or legal guardian approval to participate.
Item 10.	Claim Method	To claim a gift, the claimant must complete the following steps during the Promotional Period: Claimant must collect and complete Happiness Hunt form with correct answers. Only the first 1,200 valid claims received will each be awarded the gift outlined below.
Item 11.	Maximum Number of Claims Permitted	Gift claims for this Promotion are subject to the following: <ul style="list-style-type: none">Limited to the number of children nominated in the Qualifying Registration. [each claim must be submitted in accordance with the claim instructions above.]
Item 12.	Entry Form / Information Form Required	Yes
Item 13.	Entry Form / Information Form Collection Location	Customer Service Desk located at Watergardens Town Centre
Item 14.	Purchase Receipt Validation Required	No
Item 15.	Total Gift Pool Value	\$4,800.00 AUD
Item 16.	Number of Gifts	1,200

Item 17.	Number of Gift Participants	1,200
Item 18.	Gift Description	1 x Where's Wally themed gift (sipper cup or puppet).. Exact inclusions in the pack will be determined by the Promoter.
Item 19.	Gift Delivery	Collect from the Customer Service Desk, while stocks last until the allocation of Gifts is exhausted.
Item 20.	Gifts Restrictions	As per the below Terms & Conditions of the Competition unless the Gift is a cash gift the gift(s) are not redeemable for cash or transferable.
Item 21.	Personal Information Required from Participant	Full Name and Other If other, please specify: Completed Happiness Hunt passport.
Item 22.	Centre's Use of Personal Information	Conducting the Competition or Promotion
Item 23.	If the Gift is a Gift Card (or another Gift which has conditions attached), where can the terms and conditions for the Gift be found	https://www.watergardens.com.au/
Item 24.	List of Participating Stores Required	No
Item 25.	List of Non-Participating Stores	No
Item 26.	Eligible Transaction exclusions	No

TERMS AND CONDITIONS

Participation in the Promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. The Participant may enter the Promotion the number of times specified in the Maximum Number of Entries Permitted during the Promotion Period.
3. To participate in the Promotion, the Eligible Person must during the Promotion Period:
 - (a) To enter the Promotion, the Eligible Person must complete the Entry Method for Eligible Entry specified during the Promotion, 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.
4. For Promotions 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 Promotion

5. The Promotion will be conducted at the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period or when all Gifts have been exhausted, whichever is sooner.

Eligibility

6. The Promotion is only open to Eligible Persons.
7. 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 Gift

8. There will be the number of Gifts specified available for recipients of a Gift (**Gift Recipients**).
10. Where the use of the Gift is subject to the terms and conditions of a Gift 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.
11. If a Gift Recipient is under the age of 18 years, the parent or guardian of the Gift Recipient who gave permission for entry into the Promotion will be deemed to be a Gift Recipient for the purposes of the Promotion.
12. Customer Service have the right to refuse issue.
13. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.

Other General Terms

14. All Promotion entries are the property of the Promoter.
15. If any Gift is not allocated by the end of the Promotion Period, the Promotion Period may be extended at the Promoter's discretion.
16. 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 Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
17. 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 Gift or the use of the Gift by the Participant.
18. If this Promotion 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 Promotion as appropriate.
19. If for any reason any aspect of this Promotion 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 Promotion and invalidate any affected entries, or suspend or modify a Prize.

Privacy

20. 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 Promotion, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's full name, amount of transaction and store of transaction.
21. 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.
22. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Promotion in particular and in general for notification and promotion of Gifts.
23. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
24. 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.
25. 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.
26. 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.
27. 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.

“**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 Promotion;
- (c) is not a Non-Eligible Person; and
- (d) submits a Qualifying Registration.

“**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.

“**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).

“**Gift**” means one of gift or any substitute Gift of a similar replacement type and value as determined by the Promoter. Entrants may only receive one (1) Gift.

“Gift Recipients” mean an Eligible Person who submits a Qualifying Registration that is able to claim a Gift in accordance with these Terms and Conditions.

“Participant” means any person who participates in the Promotion.

“Participating Retailers” means the retailers included in the list of Participating Retailers.

“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.

“Promotion” means submitting a Qualifying Registration for the opportunity to receive a Gift in accordance with these Terms and Conditions.

“Promotion Period” means the period specified.

“Qualifying Registration” means a registration which complies with the Promoter's requirements.