

Competition – Watergardens Easter & Peter Rabbit™ 2 Experience - Watergardens

Title	Detail
Name of Competition	Watergardens Easter & Peter Rabbit™ 2 Experience
State(s) Competition is being held	Victoria
Promoter	The owner of the Centre, Watergardens Pty Ltd ACN 066 255 205 atf Watergardens Trust, Level 5, 66 Eagle Street, Brisbane Qld 4000.
Shopping Centre address	52/399 Melton Highway, Taylors Lakes VIC 3038
Centre Contact Number	+61 3 9361 5511
Privacy	www.watergardens.qicgre.com
Competition Period	Start date: 9:00am on Monday 5 April 2021 End date: 11:59pm on Friday 16 April 2021
Eligibility Restrictions	Entry is only open to Victorian residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.
Entry Method for Eligible Entry	To enter the Competition, you must complete the following steps during the Competition Period: <ul style="list-style-type: none"> a) Be a Participant to the Centre database and b) Reply to the Competition email (being sent out Tuesday 6 April) with a picture of the entrant/s enjoying their time at Watergardens during our Easter & Peter Rabbit™ 2 school holiday activation <i>or</i> a) Following on from our Competition social media post, private message us a photo of the entrant/s enjoying their time at Watergardens during our Easter & Peter Rabbit™ 2 school holiday activation
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.
Entry Form / Information Form Required	No
Entry form Collection Location	N/A
Eligible Transaction Required	No
Purchase Receipt Validation Required	No
Total Prize Pool Value	\$250.00
Number of Prizes	5
Number of Winners	5
Prize Description	The winner will receive: One (1) prize consisting of a Double Pass to the Watergardens Hoyts Cinema for the Peter Rabbit™ 2 Movie Premier in June 2021 (two (2) Hoyts Complimentary Guest Passes), or any substitute prize of a similar replacement type and value as determined by the Promoter.
Prize Conditions	Hoyts Watergardens request the winner/s must use the prize (double pass tickets) for the premier of the Peter Rabbit™ 2 Movie only
Selection Date	Monday 19 April 2021
Selection Time (AEDT)	9:30am
Selection Location	Centre Management Watergardens

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Method of Selecting Winner(s)	The five (5) most creative Eligible Entries selected by the Promoter will each win a Prize.
Notification of Winner(s)	The winner(s) will be contacted by social media and/or email
Claimed Prizes: Period Prize Must be Claimed By	Winners must accept/claim the prize by Thursday 22 April 2021
Unclaimed Prizes: Period Until Another Prize Winner is Drawn	2 days after the Prize Claim deadline has passed
Prize Delivery	The Prize(s) will be able to be collected from the Centre Management office. Winner/s must show proof of identity upon collection.
Prize Restrictions	As per the below Terms & Conditions of the Competition, unless the Prize is a cash prize, the prize(s) are not redeemable for cash. Prizes are not transferable. Prize(s) provided by a third party; the Prize is subject to any conditions imposed by the relevant provider(s). The Prize(s) may require booking and completing as specified by the Promoter or by the Prize Provider. The Prize(s) is subject to availability and is subject to any terms and conditions imposed by the relevant providers.
Personal Information Required from Participant	<input checked="" type="checkbox"/> Full Name <input type="checkbox"/> Address <input type="checkbox"/> Phone Number <input checked="" type="checkbox"/> Email Address <input type="checkbox"/> Store where transaction was made <input checked="" type="checkbox"/> Other (If other, please complete) Facebook name and/or Instagram name
Publication Details	Winner of the Prize will be published on Facebook and/or Instagram.
Centre's Use of Personal Information	<input checked="" type="checkbox"/> Conducting the Competition /Promotion <input checked="" type="checkbox"/> Carrying Out Marketing the Promotions Activities <input type="checkbox"/> Supplying Information to Third Party Organisations which provide special prizes or offers <input type="checkbox"/> Adding the details of the participant to the Centre database <input type="checkbox"/> Adding the details of the Participant to the database of a disclosed third party. If required, please provide the details of the relevant third party (discuss with GRE Legal) <input type="checkbox"/> Other
If the Prize is a Gift Card (or another Prize/Gift which has conditions attached), where can the terms and conditions for the prize/gift be found	Centre Website

Terms & 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.

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3. The Participant may enter the Competition the number of times specified in the Maximum Number of Entries Permitted 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.
4. 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

5. 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

6. The Competition 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 Prize

8. Each Eligible Entry by an Eligible Person will be entered into the Competition.
9. 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 selected as the most creative will win a Prize.
12. The selection 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 selected, another Prize Winner will be selected. 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 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.

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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 name, Facebook account and/or Instagram name.
29. The Promoter will collect, use and disclose the personal information which the Participant has provided 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 be selected as the winner of a Prize in accordance with these Terms and Conditions.

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“Competition Period” means the period specified.

“Eligible Entry” means an entry which complies with the requirements of Eligible Entry.

“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.

“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.

“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.