



GATEWAY

TERMS AND CONDITIONS FOR “GATEWAY WIGGLES” PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Gateway Wiggles” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NT local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to residents of Northern Territory. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. The following are ineligible: (i) employees of the Promoter, or any of the tenants or retailers in Gateway Shopping Centre (“**Participating Centre**”) or any of the Promoter’s agencies 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. This Promotion commences at 9:00am on 04/07/2018 and ends at 3:00pm NT local time on 29/07/2018 (“**Promotion Period**”).

HOW TO ENTER

5. The Promotion will be conducted at the **Participating Centre**. An “**Ineligible Transaction**” means any transaction recorded on an invalid receipt, as specified in condition 7 below. “**Participating Retailers**” means any retailer within Gateway Shopping Centre except for any Excluded Retailer. An “**Excluded Retailer**” means any of the following: Landmark @ Gateway (The Tavern) and Gateway Home.
6. To receive an official entry form in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Spend \$50 or more in any single day during the Promotion Period at any of the Participating Retailers at the Participating Centre, excluding any Ineligible Transaction (“**Qualifying Spend**”). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers, however, all purchases must be made at the Participating Centre, on one day, during the Promotion Period;
 - (b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s) on the same day as making the Qualifying Spend to the Concierge Desk at the Participating Centre where the Qualifying Spend was made. Alternatively, entrants may receive the official entry form at the point of purchase if a Qualifying Spend is made in a single transaction at a single Participating Retailer; and
 - (c) Fully complete the official entry form, including their full name, contact telephone number, valid email address and their suburb of residence and place the fully completed entry form in one (1) of the four (4) entry boxes provided throughout the Participating Centre. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Gateway Shopping Centre database and to be used in accordance with the purposes set out in these Terms and Conditions, unless they opt out by using the check box on the official entry form.

INVALID RECEIPTS

7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from Excluded Retailers (b) receipt(s) recording prescription medicine, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

LIMITS ON ENTRY

8. Multiple entries are permitted, subject to the following: (i) limit of one (1) entry per Qualifying Spend; and (ii) each entry must be submitted separately and in accordance with the entry requirements.

DRAW DETAILS

9. The draw will take place at the Participating Centre, 1 Roystonea Avenue Yarrowonga, NT 0830 at 12:00pm (noon) NT local time on 30/07/2018. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

10. The provisional winners will be notified by telephone and email. A provisional winner will only be deemed a winner once verified by the Promoter.

PRIZES

11. The first one hundred and twenty five (125) valid entries drawn, will each win a family ticket bundle (consisting of four (4) tickets) to see The Wiggles concert at the Darwin Entertainment Centre at 10am NT Local time on 02/09/2018 valued at \$130 each. Any ancillary costs associated with taking the prize, included but not limited to getting to and from The Wiggles concert are not included and will be the responsibility of the winner and his/her companions. Winners will be required to collect their prize from the Participating Centre – Centre Management Office between 9am and 5pm Monday to Friday prior to the 20/08/18.
12. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner’s nominated parent or guardian on the winner’s behalf.

13. The **Wiggles** ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

GENERAL

14. Incomplete, indecipherable or illegible entries will be deemed invalid.
15. 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.
16. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
17. If any prize is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$16,250.
19. A draw for any unclaimed prizes may take place on 22/08/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and email.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Entrants consent to the Promoter using the entrant’s name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
23. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
24. The Promoter’s decision is final and no correspondence will be entered into.
25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control);
 - (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) if The Wiggles concert is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by an entrant or winner; or (g) use of a prize.

PRIVACY

27. The Promoter collects personal information (“**PI**”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at Gatewaynt.com.au. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
28. The “**Promoter**” is Gateway Shopping Centre on behalf of Nesfall P/L ATF Palmerston Property Trust ACN 089 212 555 and CLN P/L ATF Challenger Gateway Palmerston Trust ACN 091 336 793 Gateway Shopping Centre, 1 Roystonea Avenue, Yarrowonga NT 0830.

NT permit TPL1023