

# TERMS AND CONDITIONS FOR "WIN DAD THE PAR-FECT FATHER'S DAY GIFT" PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this "Win Dad the Par-fect Father's Day Gift" 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

- 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.
- 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, de facto 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

- This Promotion commences at 9:00am on 12/08/2019 and ends at 3:00pm on 01/09/2019 ("Promotion Period").

## HOW TO ENTER

- 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.
- To receive an official entry form and enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - Spend \$10 or more in a single transaction during the Promotion Period at any of the Participating Retailers at the Participating Centre, excluding any Ineligible Transaction ("Qualifying Transaction");
  - Upon making a Qualifying Transaction entrants will be given an official entry form at the point of purchase from the Participating Retailer, while stocks of entry forms last; and
  - 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 three (3) entry boxes provided at 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 left.

## INVALID RECEIPTS

- The following receipts are not valid receipts for the purpose of the Promotion:
  - receipt(s) from Excluded Retailers (b) receipt(s) recording prescription medicine, lottery ticket and tobacco and tobacco related product purchases;
  - receipts recording Lavyb payments except where a Lavyb is finalised and payment completed during the Promotion Period;
  - receipts recording redemption of gift card purchases, store credit, refunds and exchanges;
  - 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

- Multiple entries are permitted, subject to the following: (i) limit of one (1) entry per Qualifying Transaction regardless of the amount spent in that transaction in excess of \$10; and (ii) each entry must be submitted separately and in accordance with the entry requirements.

## DRAW DETAILS

- The draw will take place at the Participating Centre, 1 Roystonea Avenue Yarrawonga, NT 0830 at 12 Noon on 02/09/2019. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

## WINNER NOTIFICATION

- The provisional winner will be notified by telephone and email. A provisional winner will only be deemed a winner once verified by the Promoter. Winner's name will be announced online at gatewaynt.com.au from 02/09/2019.

## PRIZES

- The first valid entry drawn will win a set of golf clubs up to the value of \$600 from The Pro Shop at Palmerston Golf Course, full membership for two (2) to the Palmerston Golf Club valued at \$1,990 and one (1) team of three (3) to the 2020 Pro-Am valued at approximately \$600.
- In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
- 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.

## GENERAL

- Incomplete, indecipherable or illegible entries will be deemed invalid.
- 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.
- If for any reason the 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.
- If the 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.
- Total prize pool value is up to approximately AUD\$3,190.
- A draw for the prize if unclaimed may take place on 02/10/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner (if one is required) will be notified by telephone and email. Winner's name will be announced online at gatewaynt.com.au from 02/10/2019.
- The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 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.
- 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.
- 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.
- The Promoter's decision is final and no correspondence will be entered into.
- 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.
- 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) any tax liability incurred by an entrant or winner; or (f) use of a prize.

## PRIVACY

- 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.
- 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, Yarrawonga NT 0830.