



# COMPETITION TERMS & CONDITIONS

## Valentines Day 2024 Play to Win

### PARTICULARS

Item 1.	Type of Competition	Game of Chance
Item 2.	Name of Competition	Valentines Day 2024 Play to Win
Item 3.	Shopping Centre	Pacific Werribee Shopping Centre, located at: 250 Heaths Road, Cnr Derrimut Rd, Hoppers Crossing VIC 3029
Item 4.	Permit Number	A permit number is not required.
Item 5.	State Competition is being held	Victoria
Item 6.	Promoter	Wadren Pty Ltd (ACN 005 537 235) as trustee for The Hoppers Crossing Unit Trust (ABN 83 405 769 465) and QIC Werribee Pty Ltd (ACN 624 121 204) as trustee for QIC Werribee Trust (ABN 76 994 021 211)
Item 7.	Centre Customer Service Email Address	werribeemarketing@pw.qic.com
Item 8.	Privacy	For privacy information please visit: <a href="https://pacificwerribee.com.au/">https://pacificwerribee.com.au/</a>
Item 9.	Competition Period	<b>Start Date:</b> 25 January 2024 at 9:00 AM (AEDT) <b>End Date:</b> 12 February 2024 at 4:00 PM (AEDT)
Item 10.	Eligibility Restrictions	Entry is only open to Victoria residents. Participants 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 Participant must complete the following steps during the Competition Period: <ol style="list-style-type: none"><li>1. Play the memory challenge card game via the centre website</li><li>2. Fill out all required fields on the entry form</li><li>3. Submit form</li></ol>
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	Yes
Item 14.	Entry Form / Information Form Collection Location	Online, after completion of the game – located at Pacific Werribee Shopping Centre
Item 15.	Purchase Receipt Validation Required	No
Item 16.	Total Prize Pool Value	\$500.00 AUD
Item 17.	Number of Prizes	1
Item 18.	Number of Winners	1

Item 19.	<b>Prize Description and Value</b>	The winner will receive: \$500 Pacific Werribee Gift Card or any substitute prize of a similar replacement type and value as determined by the Promoter.
Item 20.	<b>Prize Conditions</b>	None applicable.
Item 21.	<b>Draw Date</b>	12 February 2024 at 4:00 PM (AEDT)
Item 22.	<b>Draw Location</b>	Centre Management Office, Pacific Werribee
Item 23.	<b>Method of Drawing Winner(s)</b>	The Promoter will conduct a random computerised draw of all eligible entrants to determine the winner(s).
Item 24.	<b>Notification of Winner(s)</b>	Phone & Email
Item 25.	<b>Claimed Prizes: Prize Claim Period</b>	The period prize must be claimed by is 13 February 2024 at 2:00 PM (AEDT)
Item 26.	<b>Unclaimed Prizes: Claim Reserved Period</b>	The period until another prize winner is drawn is 14 February 2024 at 9:00 AM (AEDT) after the Prize Claim deadline has passed
Item 27.	<b>Prize Delivery Method</b>	The Prize(s) will be delivered via: Collection from the Customer Service Desk
Item 28.	<b>Prize Restrictions</b>	As per the below Terms and Conditions of the Competition unless the Prize(s) are a cash prize the prize(s) are not redeemable for cash; The Prize(s) is/are not transferable; 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).
Item 29.	<b>Personal Information Required from Participant</b>	Full name, Contact phone number, Email address and Suburb
Item 30.	<b>Publication Details</b>	Pacific Werribee facebook page.
Item 31.	<b>Centre's Use of Personal Information</b>	<ul style="list-style-type: none"> <li>• Notification of prize/gift winners</li> <li>• Promotion and marketing of the CompetitionPromotion</li> <li>• <a href="#">Adding the details of the Participant to the Centre database</a></li> </ul>
Item 32.	<b>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</b>	<p><a href="https://pacificwerribee.com.au/">https://pacificwerribee.com.au/</a></p> <p>No other terms and conditions are applicable.</p>
Item 33.	<b>List of Participating Stores Required</b>	No
Item 34.	<b>List of Non-Participating Stores</b>	No
Item 35.	<b>Eligible Transaction exclusions</b>	No



# TERMS AND CONDITIONS

## Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions. These Terms and Conditions incorporate the 'Particulars' section (above) which sets out some of the key details and rules of the Competition.
2. The Participant may enter the Competition the number of times specified in the Maximum Number of Entries Permitted during the Competition Period.
3. To participate in the Competition, the Eligible Person must during the Competition Period:
  - (a) complete the Entry Method for Eligible Entry (subject to any Eligibility Restrictions) 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 reasonable discretion) has the right to add or to remove a Participating Retailer 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 start on the Start Date and end on the End Date 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. The Prize Description and Value, Number of Prizes and Total Prize Pool Value are specified in the 'Particulars' section. If a recipient of a Prize (**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. Each entry must have an equal chance of winning.

12. The draw will take place at the Draw Location on the Draw Date in accordance with the Method of Drawing Winners .
13. The Promoter will use reasonable efforts to notify the Prize Winners in accordance with the Notification of Winners process to arrange the Prize Delivery Method.
14. If despite reasonable efforts the Promoter is unable to locate or contact the Prize Winner within the Claim Reserved Period, another Prize Winner will be drawn. Any subsequent winner will be notified in accordance with these Terms and Conditions. This clause applies so long as the Number of Winners and the Number of Prizes have not yet been exhausted.
15. If the Prize is not available because of unforeseeable or other special circumstances, the Promoter may offer a substitute prize that is similar to and of equal or greater value than the original Prize.
16. The Promoter will publish the results of the Competition in accordance with the Publication Details
17. A Participant claiming to be a Prize Winner will be required to:
  - (a) complete the Claim Method within the Prize Claim Period; and
  - (b) provide the Purchase Receipt.
  - (c) provide proof of identity.
18. 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 Promoter's decision.
19. The Prizes are subject to the Prize Conditions and Prize Restrictions and any other conditions relating to the use of the Prize (including validity period) which can be obtained 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

20. All Competition entries are the property of the Promoter.
21. 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.
22. 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. The Prize Winner's name, likeness, image and voice will not be used for any other purpose

23. The Promoter shall not be liable for:
  - (a) any Loss 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.
24. Each Participant indemnifies and keeps indemnified the Promoter against all claims and Losses suffered or incurred by the Promoter 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.
25. 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 reasonable 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.
26. If the Competition is conducted, administered or promoted on Facebook and/or on Instagram or if the Promoter publishes information or Prize Winners on Facebook and/or Instagram, then the Participant agrees to follow and act in accordance with the Facebook Terms of Service, which can be viewed at <https://www.facebook.com/terms.php> and/or Instagram's Terms of Use, which can be viewed at [https://help.instagram.com/581066165581870/?helpref=hc\\_fnav](https://help.instagram.com/581066165581870/?helpref=hc_fnav). The Competition is not sponsored, endorsed, administered by, or associated with, Facebook and/or Instagram. The Participant agrees that Facebook and/or Instagram will not be responsible for any claims and Losses of any kind associated with this Competition and releases Facebook and/or Instagram to the full extent permitted by law.
27. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook or Instagram.
28. If a Participant considers that the Competition was not conducted in accordance with these terms or there is otherwise a disagreement between Promoter and a Participant in relation to the Competition, the parties will in good faith seek to resolve the disagreement. Participants must contact the Promoter at the email address specified in the 'Particulars' section and set out the details of its complaint.

## Privacy

29. 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 set out in Personal Information Required from Participant item of the 'Particulars' section, Facebook account and/or Instagram name.
30. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose specified in the Centre's Use of Personal Information set out in the 'Particulars' section (generally for notification, promotional and marketing purposes) and

in accordance with the Promoter's Privacy Policy at <https://www.qic.com.au/privacy-policy>. The Promoter will not collect, use and disclose the personal information of the Participant for any other purpose.

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 reasonable 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.

## Governing law

36. These Terms and Conditions are governed under the laws of the applicable jurisdiction noted in the 'State Competition is being held' item of the 'Particulars'

## Definitions

Any capitalised term used in these terms and conditions that are not defined in this 'Definitions' section and described in the 'Particulars' section will have the meaning given in the 'Particulars' section.

“**Centre**” means the Shopping Centre specified in the 'Particulars' section.

“**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 Entry Method for Eligible Entry and Eligibility Restrictions, set out in the 'Particulars' section.

“**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 subject to any Eligible Transaction exclusions.

**“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.

**“Losses”** means all liabilities, losses, damages, costs and expenses suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and **“Loss”** has a corresponding meaning.

**“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 described in the Particulars or any substitute prize of a similar replacement type and value as determined by the Promoter. Participants may only win one (1) Prize.

**“Promoter”** means the owner of the Centre and its personnel.