Dad Joke Tag and Win Social Media Competition, Terms & Conditions

- Information on how to enter and the prizes form part of these Terms and Conditions. Participation in the Rouse Hill
 Town Centre Dad Joke Tag and Win Social Media Competition promotion is deemed acceptance of these Terms and
 Conditions.
- 2. The promoter is GPT Property Management Pty Ltd (ABN 29 116 099 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia. Ph: 02 8239 3555.
- 3. This Promotion is open to persons aged 18 years or over who are a resident of NSW
- 4. The promotion commences at 12:00pm AEST on Thursday 17th August 2023 and ends at 11:59pm AEST Thursday 24th August 2023
- 5. The winner will be drawn on Friday 25th August 2023 at random by the promoter
- 6. Participating Shopping Centre is Rouse Hill Town Centre, 10-14 Market Ln, Rouse Hill NSW 2155;
- 7. To enter, individuals must complete the following steps during the Promotional Period:
 - a) Find the Dad Joke Tag and Win social media post on the official Rouse Hill Town Centre Facebook Page or Instagram Page
 - b) Like the post
 - c) Follow the official Rouse Hill Town Centre Facebook page or Instagram Page
 - d) Tag a person in the comments of the post who tells the best dad jokes
 - e) Ensure social media account settings allow Rouse Hill Town Centre staff to view the posts and contact the account holder is required
- 8. Valid and eligible entries will be accepted during the Promotional Period.
- 9. Participants may tag as many people as they like during the promotional period. For multiple entries, each tag must be a separate comment. Only one winner will be chosen.
- 10. Prize Description: \$250.00 Rouse Hill Town Centre Gift Card
- 11. The total prize pool is \$250.00 AUD.
- 12. **Prize Conditions:** No part of the prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 13. <u>Collection of prizes:</u> The promoter will contact the winner via social media once the promotion period has concluded with instructions for collecting their prize. If a winner cannot be contacted within 5 days of the draw date the winner will forfeit the prize and the relevant prize will be re-awarded as if the discarded entry had not been entered.
- 14. Employees (and their immediate family and/or those living in the same household) of agencies/companies directly associated with the conduct of this Promotion, the Participating Shopping Centres, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 15. <u>Unclaimed Prizes:</u> The prize will be collected by the winner within twenty-eight days after the winner has been contacted and verified. If a winner fails to collect the prize or provide details for delivery of the prize within 14 days of a request being made, the winner will forfeit the prize and the relevant prize will be re-awarded as if the discarded entry had not been entered.
- 16. If there is no prize winner or a winner cannot be found this information will be published on the Rouse Hill Town Centre Instagram and Facebook accounts.
- 17. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

- 18. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
- 19. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 20. No entry fee is charged by the Promoter to enter the Promotion.
- 21. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 22. For the purposes of public statements and advertisements, the Promoter will publish a photo of the winners to the official Rouse Hill Town Centre Instagram and Facebook accounts.
- 23. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
- 26. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 27. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 28. 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, subject to State or Territory regulation.
- 29. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 30. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter's decision will be final.
- 31. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of

profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law.

- 32. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.
- 33. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.