

## WIN A \$3K Gift Card TERMS AND CONDITONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents in NSW, VIC and QLD.
3. 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.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible 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 1<sup>st</sup>cousin.
5. Promotion opens at 9AM on Monday 23<sup>rd</sup> December, and final entries close at 5PM on Friday 31<sup>st</sup> January. All times are AEST or AEDST, as applicable in New South Wales, Australia.
6. To enter, the entrant must during the Promotional Period complete the following steps:
  - A. Spend the minimum of \$10 at any store in Alexandria Homemaker Centre, Nunawading HQ, Aspley Homemaker Centre.
  - B. Visit <https://arkadiapromotions.com.au/>
  - C. Fill out your details on the competition page
7. 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 entrant who the Promoter has reason to believe has breached any of 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 will 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.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. Multiple entries permitted per person, however: (a) only one entry permitted per specified purchase requirement; and (b) each entry must be submitted separately and in accordance with entry requirements.
10. Entrants must retain their original OR a copy of their purchase receipts for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase, products purchased and that the purchase was made during the Promotional Period but prior to entry.

11. Receipts from partial lay-bys, gift voucher/card purchases, interest free purchase payments, eftpos and ATM receipts, purchase of tobacco, fuel, Lotto or TAB, bill payments such as the payment of credit card bills, travel receipts over \$2,000, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates and phone bills), undated receipts, receipts dated outside the Promotional Period and receipts which have already been used to redeem an entry form cannot be presented.

12. 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.

13. The prize will be drawn on Monday 3rd February, 2020 at 9AM at Arkadia Property Services - Level 1, 202 Military Road Neutral Bay NSW 2089

14. The Promoter's decision is final and no correspondence will be entered into.

16. The first valid entry randomly selected from all valid entries received, will win the following prize containing the below items:

- \$3,000 Eftpos gift card

17. If the winner 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.

18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

19. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

20. The total prize pool value is \$3000

21. Prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

22. A draw for any prize, if unclaimed, may take place on Monday 16<sup>th</sup> March, 2020 at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner, if any, will be notified by email within two (2) business days of the draw.

23. 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

24. 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 the instructions of any regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

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 States and Territories of **Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand** ("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 prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of a prize.

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: <https://arkadiapromotions.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 entrant's personal information to any entity outside of Australia.

28. The Promoter is Arkadia ARKADIA PROPERTY SERVICES PTY LIMITED ABN 9 111 115 961

Telephone: 02 9908 0332.

**NSW Permit No. LTPS/19/39294**