

## Sign Up to Win a family pass to Peppa Pig: Festival Of Fun Terms & Conditions ("Conditions of Entry")

### VICINITY CENTRES PRIVACY NOTICE

Vicinity Centres PM Pty Ltd (ACN 96 101 504 045) ('We', 'Our' or 'Us') on behalf of the Participating Shopping Centres collects your personal information in order to run this Promotion, understand your interests and activities in relation to centres which we manage as well as plan, operate and manage these centres and the digital channels through which we engage with you. Where you consent to us doing so, we also use your personal information to contact you with centre news updates, events and promotions. We may disclose your personal information to our related bodies corporate and service providers, including those located in the USA and Singapore. We also de-identify and aggregate your data for market research and data analytics purposes. Our Privacy Policy (<http://vicinity.com.au/privacy-policy>) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.

Schedule							
<b>Promotion:</b>	Sign Up to Win a family pass to Peppa Pig: Festival Of Fun						
<b>Promoter:</b>	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Participating Shopping Centres, Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148.						
<b>Promotional Period:</b>	<b>Start date:</b> 18/04/19 at 09:00 am AEST <b>End date:</b> 30/04/19 at 05:00 pm AEST						
<b>Participating Shopping Centres:</b>	See Schedule A below for list for Participating Shopping Centres.						
<b>Eligible entrants:</b>	Entry is only open to Australian residents who are 18 years and over.						
<b>How to Enter:</b>	To enter the Promotion, the entrant must visit the online entry form for this Promotion for a Participating Shopping Centre (see Schedule A for list), and fully complete and submit the online entry form with all requested details including an answer to the question "Simply tell us in 25 words or less why you would love to win!" during the Promotional Period.  The Promotion entry form URL for each Participating Shopping Centre will be advertised via multiple avenues, including but not limited to, in-shopping centre advertising and via website banner ads.  By entering, entrants subscribe to receive news of exclusive events and promotions via email or SMS (for the respective Participating Shopping Centre associated with the website of entry) from Vicinity Centres.						
<b>Entries permitted:</b>	Multiple entries permitted. However, each entrant may receive a maximum of one (1) prize only.						
	<table border="1"> <thead> <tr> <th>Prize Description</th> <th>Value (per prize)</th> <th>Winning Method</th> </tr> </thead> <tbody> <tr> <td> <p>The prize is an in-season family pass to the Peppa Pig: Festival Of Fun movie (pass admits 4 people). Valid for redemption at cinemas within Australia, exclusions may apply.</p> <p>Not valid on cinema discount days, Saturdays after 5pm or Public Holidays. Not valid for re-sale or with any other offer. Not transferable, exchangeable or redeemable for cash. Not valid for mobile or online ticketing. Seats are subject to availability. Pass must be surrendered upon redemption. Valid event with no free ticket restrictions. Not valid at premium, large format screens or special events. Always check the cinema for details and validity.</p> <p>The Peppa Pig: Festival Of Fun movie pass are subject to the cinema venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and cinema hereby expressly reserve the right to eject any winner and/or his/her</p> </td> <td>AUD\$80.00</td> <td>Judging</td> </tr> </tbody> </table>	Prize Description	Value (per prize)	Winning Method	<p>The prize is an in-season family pass to the Peppa Pig: Festival Of Fun movie (pass admits 4 people). Valid for redemption at cinemas within Australia, exclusions may apply.</p> <p>Not valid on cinema discount days, Saturdays after 5pm or Public Holidays. Not valid for re-sale or with any other offer. Not transferable, exchangeable or redeemable for cash. Not valid for mobile or online ticketing. Seats are subject to availability. Pass must be surrendered upon redemption. Valid event with no free ticket restrictions. Not valid at premium, large format screens or special events. Always check the cinema for details and validity.</p> <p>The Peppa Pig: Festival Of Fun movie pass are subject to the cinema venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and cinema hereby expressly reserve the right to eject any winner and/or his/her</p>	AUD\$80.00	Judging
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companion/s for any inappropriate behaviour, including but not limited to intoxication, whilst in attendance at a cinema.				
<b>Winner notification:</b>	The winners will be notified by email within two (2) business days of the judging.			
<b>Unclaimed Prizes:</b>	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.			

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Participating Shopping Centres, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Judging:
  - a) The winners will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual creative merit of the answer provided to the promotional question.
    - i) The best 250 valid entries, as determined by the judges, will each win the prize specified in the Schedule above.
    - ii) The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
    - iii) The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
6. All reasonable attempts will be made to contact each winner.
7. 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 at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. 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/or specification.
11. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
12. Each 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.
13. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a 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 a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

14. 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 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.
15. 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).
16. 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.
17. 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.
18. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter and Participating Shopping Centres, their affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter and Participating Shopping Centres for any breach of the Terms and Conditions including this clause.

19. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Participating Shopping Centres, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
20. The Promoter, the Participating Shopping Centres' 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).
21. 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 Participating Shopping Centres may use any such marketing and editorial material without further reference or compensation to them.
22. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
23. 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.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

**Schedule A – Participating Shopping Centres**

Bayside
Carlingford Court
Colonnades
Cranbourne Park
Mandurah Forum
Midland Gate
Mt Ommaney Centre
Rockingham
Roselands
The Glen
Warriewood Square
Ellenbrook Central
Altona
Armidale Central
Broadmeadows
Buranda Village
Castle Plaza
Corio
Dianella Plaza
Gympie Central
Halls Head Central
Karratha City
Kurralta Central

Lake Haven
Lennox Village
Livingston
Maddington Central
Mildura
Milton Village
Mornington Central
Mount Pleasant
Nepean Village
Northgate
Oakleigh Central
Riverside
Roxburgh Park
Runaway Bay
Taigum Square
Victoria Park Central
Warwick Grove
Whitsunday Plaza