

Heartland Valentine's Day Facebook 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 Shopping Centre 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			
Promotion:	Heartland Valentine's Day Facebook		
Promoter:	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Shopping Centres, Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148.		
Promotional Period:	Start date: 09/02/19 at 09:00 am AEDT End date: 13/02/19 at 05:30 pm AEDT		
Eligible entrants:	Entry is only open to Australian residents who are 15 years and over. Entrants under the age of 18 must have parent or legal guardian approval to enter.		
How to Enter:	<p>A Heartland Valentine's Day Facebook competition post ("Promotional Post") will be published on the Facebook Page of each Shopping Centre (listed below). Each Shopping Centre will conduct their own separate Heartland Valentine's Day Facebook Competition.</p> <p>To enter, a Shopping Centre's Heartland Valentine's Day Facebook Competition, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> a) visit the Shopping Centre's Facebook Page (URLs listed below); b) 'like' their Promotional Post; and c) comment on the Promotional Post with their guess as to the number of lollies that are featured in the image within the post. 		
Shopping Centres:	Shopping Centre	State	Facebook URL
	Altona Gate Shopping Centre	VIC	https://www.facebook.com/altonagate
	Armidale Central	NSW	https://www.facebook.com/armidalecentral
	Broadmeadows Shopping Centre	VIC	https://www.facebook.com/BroadmeadowsCentral
	Buranda Village	QLD	https://www.facebook.com/burandavillage
	Castle Plaza	SA	https://www.facebook.com/castleplazasa
	Corio Central	VIC	https://www.facebook.com/coriocentral
	Dianella Plaza	WA	https://www.facebook.com/dianellaplaza
	Gympie Central	QLD	https://www.facebook.com/GympieCentral/
	Karratha City	WA	https://www.facebook.com/karrathacity
	Kurralta Central	QLD	http://www.facebook.com/KurraltaCentral
	Lake Haven Centre	NSW	https://www.facebook.com/LakeHavenCentre
	Lennox Village	NSW	https://www.facebook.com/lennoxvillage
	Livingston Marketplace	WA	https://www.facebook.com/livingstonmarketplace
	Maddington Central	WA	https://www.facebook.com/maddingtoncentral
	Mildura Central	VIC	https://www.facebook.com/milduracentralvic
	Milton Village	QLD	https://www.facebook.com/miltonvillageqld
	Mornington Central	VIC	https://www.facebook.com/morningtoncentral
	Mount Pleasant Centre	QLD	https://www.facebook.com/mountpleasantcentre
	Nepean Village	NSW	https://www.facebook.com/nepeanvillage
Northgate	TAS	https://www.facebook.com/northgatetas/	
Oakleigh Central	VIC	https://www.facebook.com/OakleighCentral	
Riverside Plaza	NSW	https://facebook.com/RiversidePlazaNSW	
Halls Head Central	WA	https://www.facebook.com/hallshheadcentralshoppingcentre	
Roxburgh Park	VIC	https://www.facebook.com/Roxburghvillage	
Runaway Bay Centre	QLD	https://www.facebook.com/runawaybaycentre	

	Sunshine Marketplace	VIC	https://www.facebook.com/sunshinemarketplace											
	Taigum Square	QLD	https://www.facebook.com/taigumsquare											
	Victoria Park Central	WA	https://www.facebook.com/victoriaparkcentral											
	Warwick Grove	WA	https://www.facebook.com/warwickgrovewa											
	Whitsunday Plaza	QLD	https://www.facebook.com/whitsundayplaza											
Entries permitted:	Only one (1) eligible entry per person will be accepted for each Shopping Centre's Heartland Valentine's Day Competition. By completing the entry method, the entrant will receive one (1) entry.													
Winner Determination:	<p>The entrant that submits the first correct answer on a Shopping Centre's Promotional Post will be deemed a winner and receive the prize specified below. There will be a total of thirty (30) winners for this Promotion. For the sake of clarity, the 'correct answer' is the answer which correctly specifies the exact number of lollies featured within the Promotional Post image.</p> <p>If no entrant guesses the exact number of lollies on a Shopping Centre's Promotional Post during the Promotional Period, the entrant who guesses closest to the 'correct answer' will be deemed the winner. If there are multiple entrants who submit a guess equal closest to the correct answer, the prize will be awarded to the respective tied entrant who submitted their entry first.</p>													
Total Prize Pool:	AUD \$6,000.00													
<table border="1"> <thead> <tr> <th>Prize Description</th> <th>Number of this prize</th> <th>Value (per prize)</th> <th>Winning Method</th> <th>Conditions</th> </tr> </thead> <tbody> <tr> <td>The prize is a \$200.00 Shopping Centre gift card.</td> <td>30 (1 per Shopping Centre's Competition)</td> <td>AUD\$200.00</td> <td>Judging</td> <td>Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</td> </tr> </tbody> </table>					Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions	The prize is a \$200.00 Shopping Centre gift card.	30 (1 per Shopping Centre's Competition)	AUD\$200.00	Judging	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
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Winner notification:	<p>The winners will be contacted by their Facebook account within two (2) days of the judging.</p> <p>Winner must reply to the private message with their contact phone number; and the Shopping Centre will contact the winner via phone number to validate and organise the prize. Prize may be claimed by either: 1) the winner picking up the prize from the Shopping Centre; or 2) prize may be posted to winner's nominated Australian address (option will be as determined at the Shopping Centre's discretion).</p>													
Unclaimed Prizes:	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 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. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. 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.
7. All reasonable attempts will be made to contact each winner.
8. 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.
9. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook. The entrant releases Facebook and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. 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.
12. 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.
13. 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.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.vicinity.com.au/privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. 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 (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
16. 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.
17. 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).

18. 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.
19. 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.
20. 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, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
21. 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).
22. 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 Centres may use any such marketing and editorial material without further reference or compensation to them.
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.