



Mandurah Forum
'Be the First to Experience Santa's Magical Castle' Competition
Terms and Conditions

1. "Be the First to Experience Santa's Magical Castle" promotion (**Promotion**) commences at 9:00am Australian Western Standard Time (**AWST**) on Monday, 6 November 2017 and concludes at 3:00pm (AWST) on Sunday, 12 November 2017 (**Promotion Period**).
2. The Promotion is open to all residents of Western Australia except employees, contractors, agents of Mandurah Forum, sponsors of the Promotion and their immediate families; employees of Vicinity Limited or related body corporate and their immediate families; tenants in Mandurah Forum and their immediate families; the staff of tenants in Mandurah Forum and their immediate families; the contractors of tenants in Mandurah Forum and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of the Promotion and their immediate families. Immediate families means spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) and grandparents. Tenant means lessees, licensees and, in the case of a corporation, includes their directors. All entrants under the age of 18 must have prior consent from their parent or guardian before entering the Promotion, and must be able to provide evidence of such consent on request.
3. The Promotion is promoted by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) as disclosed agent for the owners of Mandurah Forum, Melbourne Corporate Office, Level 4, Chadstone Tower One, 1341 Dandenong Road, Chadstone Vic 3148 (**Promoter**). The Promotion will run at Mandurah Forum, 330 Pinjarra Rd, Mandurah WA 6210 (**Mandurah Forum**).
4. By entering into the Promotion or receiving a prize, all entrants/winners will be subject to, and will need to adhere to, these terms and conditions as set out by the Promoter and any future terms and conditions or alterations to these terms and conditions. Information about prizes and how to enter forms part of these terms and conditions.

Prize

5. The Promotion prize pool has a total value of \$249.95 and consists of:
 - a. one (1) family pass to experience Santa's Magical Castle at 6pm on Thursday, 16 November 2017,
 - b. one (1) \$49.95 Santa's Gift Pack photo package supplied by Scene to Believe, and
 - c. one (1) \$200 EFTPOS card supplied by GIVV Technologies Pty Ltd,
(the **Prize**)
6. The prize is subject to the Promoter's and/or prize suppliers' conditions. The EFTPOS card can be used anywhere in Australia where EFTPOS is accepted. The EFTPOS card is subject to the prize supplier's conditions, including validity periods.
7. The Promoter accepts no responsibility if Santa's Magical Castle on 16 November 2017 is called off or postponed for any reason and the winner and their family will not be given any cash or alternative tickets as a substitute for attending the event. You will still receive all other components of the prize.

How to Enter

8. To enter the Promotion, entrants must, during the Promotion Period:
 - a) visit www.mandurahforum.com.au and sign up to the Mandurah Forum Kids Club database by filling out all requested information.

Prize winner

9. The Promotion will be drawn by the Centre Management at Mandurah Forum at the Centre Management Office at 9am (AWST) on Monday, 13 November 2017 (**Draw**).
10. The first valid entrant randomly drawn in the Draw will be declared the winner of the Prize (**Winner**) and will be entitled to the Prize.
11. The Winner does not need to be present at the Draw and will be notified by email by 10am (AWST) on Monday, 13 November 2017.
12. If, despite all reasonable attempts, the Winner cannot be contacted within twenty four hours (24) of the Draw, that Winner will no longer be entitled to the Customer Promotion Prize and the Promoter may undertake a re-draw at a time and place determined by the Promoter. In such case, the first valid Entry drawn in the re-draw will be entitled to the Prize (**Replacement Winner**). A Replacement Winner is then the Winner of the relevant Prize for the purposes of these terms and conditions.
13. If a Winner is under 18 years of age, their Prize will be awarded to the Winner's nominated parent/guardian upon presentation of photo identification. The parent/guardian shall be deemed the Winner (or Replacement Winner) for the purposes of these terms and conditions.

General

14. All entries must be received during the Promotion Period. Entry is deemed to be received only when received by the Promoter's database.
15. The Winner and their family must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. The Winner and their family consent to the Promoter using their names, images and indicia in any promotional or advertising activity.
16. Entries which do not comply with these terms and conditions are invalid. If an entrant is deemed by the Promoter to breach these terms and conditions, such entry (or at the Promoter's discretion, all of that entrant's entries) may be discarded.
17. Any decision made by Centre Management at Mandurah Forum in respect of the Promotion is final and binding and no correspondence shall be entered into.
18. Proof of identity will be required to collect the Prize. The Promoter may, at any time, require an individual to produce documentation to establish to the Promoter's satisfaction the validity of their entries or Prize claim (including documentation establishing their identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
19. If the Prize, or elements of the prize are unavailable for whatever reason, the Promoter reserves the right to substitute that Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
20. By entering the Promotion, each entrant hereby gives Mandurah Forum and the Promoter authority to publicly announce their name (should they be the Winner or a Replacement Winner) at the time of determination and at any stage thereafter.
21. The Prize must be taken as offered and is not transferable nor refundable nor redeemable for cash and is subject to terms and conditions.
22. This Promotion is not valid in conjunction with any other offer.
23. Entrants must not:
 - a. tamper with the entry process;
 - b. engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion;
 - e. breach any law; or
 - f. behave in a way that is otherwise inappropriate.
24. If this Promotion cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the

Promotion or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

25. The Promoter may communicate or advertise this Promotion using Facebook or Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants provide their information to the Promoter and not to Facebook or Instagram. Entrants completely release Facebook and Instagram from any and all liability.

Privacy

26. **By participating in the Promotion, Entrants agree that the Promoter may use information provided on registration forms or in connection with claiming any Prize in accordance with the Promoter's Privacy Policy, located at <http://www.vicinity.com.au/privacy-policy>. The Promoter's Privacy Policy contains information concerning your rights to access and correct the personal information we hold about you and your right to complain about an alleged breach of the Australian Privacy Principles.**

By participating in the Promotion, each Entrant acknowledges and agrees that the Promoter collects personal information about them for the purposes of:

- a. including Entrants in the Promotion and, where appropriate, awarding Prizes to Entrants; if the personal information requested is not provided, the Entrant may not participate in the Promotion; and
- b. enabling the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future.

The Promoter may share information with its Australian related companies or promotional partners, who may contact the Entrant with special offers in this way. By entering the Promotion, an Entrant agrees that the Promoter may use the Entrant's personal information in this manner. Entrants may opt out by clicking on the "unsubscribe" link in the email or as set out in the SMS/MMS.

Limitation of Liability

27. The Promoter and the agencies and companies associated with this Promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with

this Promotion or the prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law.

28. The warranty on the goods and services obtained as a result of this Promotion remains the sole responsibility of the manufacturer or supplier of the Prize.
29. The Promoter accepts no responsibility for any tax implications that may arise from any of the Prize.
30. No responsibility will be accepted for late, lost, incomplete or misdirected entries. Entries which contain incorrect contact details shall be deemed invalid. The Promoter reserves the right in its sole discretion to disqualify any entrant who the Promoter has reason to believe has breached any of these conditions, or engaged in unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.