

## Clifford Gardens Supercars Promotion – Aug/Sept 2019 Terms and Conditions

<b>Who is running the competition?</b>	Clifford Gardens Shopping Centre ( <b>Centre</b> ), Corner James Street and Anzac Avenue, Toowoomba, Qld, 4350 (ABN 23 318 856 072).
<b>When will the competition start and end?</b>	The competition runs from 9am 30/08/2019 until 4pm 14/09/2019 (the <b>Competition Period</b> ).
<b>Who can enter?</b>	Only Australian residents aged 18 or over can enter. Photo identification may be required.
<b>Who can't enter?</b>	Directors, officers, management and employees of: (a) the Promoter; (b) the agencies or companies associated with this competition or the Promoter; or (c) the retail stores located at the Centre, and the immediate families of those people, can't enter.
<b>Where will the competition run?</b>	The competition will run in speciality retail outlets in the Centre excluding major stores (Big W, Coles and Woolworths) Cnr James Street & Anzac Ave, Toowoomba, Queensland.
<b>Do I need to buy/do anything to claim a Gift/Enter to Win?</b>	Yes. During the Promotional Period, you need to spend \$80 at Clifford Gardens Shopping Centre Speciality Retailers ( <b>Qualifying Purchase</b> ) excluding Big W, Coles and Woolworths. Further exclusions include lay-by (including store layby, AfterPay, Certergy, ZipPay or any other layby structured payment systems), ATM withdrawals, gift card purchases, mobile phone recharge cards, scripts & utility bill payments.  Customers must be an existing Clifford Gardens VIP or sign up as a Clifford Gardens VIP to enter into the draw for the Bathurst prize. This condition of entry must be met to qualify for the prize.  <b>Should the daily gift limit be reached, customers may still receive an entry form for the Bathurst prize. The qualifying purchase receipt is then regarded as redeemed and cannot be used to receive a cap/entry form at a later date.</b>
<b>Gift Claim/Prize Entry Instructions</b>	After you have made a Qualifying Purchase, you must visit the Customer Service Desk (located near Terry White Chemmart) during the promotional period and present your original Qualifying Purchase receipt/receipts to receive your gift and entry from (subject to gift stocks remaining, limit 125 gifts available each day during the Promotional Period – 75 Holden Caps, 50 Ford Caps per day).  Purchase receipt/s must clearly identify the Participating Retailer of purchase, the product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Promotional Period). If, in the Promoter's opinion, you have shared any receipt/s with another person, your entries will be invalid and you will lose any right to a gift. A gift is deemed invalid if the items purchased for the qualifying spend are returned after receiving a prize.  Gifts/Entry Forms can only be claimed during Customer Service trading hours as outlined below: Mon – Wed: 9am – 5pm Thur: 9am – 7pm Fri: 9am – 5pm Sat – Sun: 9am – 4pm
<b>Gifts/Prize</b>	There will be a total of up to 2,000 gifts available to be claimed during the Promotional Period (maximum 125 gifts per day – 75 Holden Caps, 50 Ford Caps per day). Each gift is a Supercars Cap (Ford or Holden). See section 3 below for full gift details.  Bathurst Prize Includes: <ul style="list-style-type: none"> <li>• Four (4) x 4-day Trackside tickets to the Supercheap Auto Bathurst 1000, 10-13 October 2019 including paddock access</li> <li>• Four (4) x Garage Tours - A guided tour of a Supercars team garage and the opportunity to soak up all the behind-the-scenes workings of a world class racing operation</li> <li>• Four (4) x Supercars Merchandise Packs</li> <li>• Bathurst Accommodation: The Explorer Motel, 9-14 October 2019, 2 Queen Rooms – a credit card is required upon check in to the accommodation for incidentals.</li> <li>• Car Hire: Hertz, 9-14 October 2019, Rav 4 or similar</li> <li>• \$2,000 Flight Centre Gift Card towards flights.</li> </ul>
<b>Total Gift Pool/Prize Pool</b>	The total gift pool is valued at \$24,000. Total prize pool is valued at \$10,292.
<b>How many times can I participate?</b>	There is a limit of one gift/entry form per person per day, provided that each claim relates to a separate Qualifying Purchase.

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

2 Your entry must be received during the Promotional Period. If you return a Qualifying Purchase your entry will be deemed invalid (unless product is defective).

## Gifts

- 3 Supercars Caps
- (1) Is not redeemable for merchandise or cash.
  - (2) Promoter is not liable (including in negligence) for any loss (including indirect or consequential loss or loss of profits), damage, injury or death in connection with this offer or any gift, except liability which can't be excluded (which is limited to the greatest extent allowed by law).
- 4 Bathurst Prize
- (1) Is not redeemable for merchandise or cash.
  - (2) Promoter is not liable (including in negligence) for any loss (including indirect or consequential loss or loss of profits), damage, injury or death in connection with this offer or any gift, except liability which can't be excluded (which is limited to the greatest extent allowed by law).

## General

- 5 If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your 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.
- 7 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (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 competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 The Promoter's decision in connection with all aspects of this promotion is final.
- 10 Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts must be taken as and when specified, or will be forfeited with no replacement. The gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a gift (or element of a gift) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 11 If this competition 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 competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 12 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

## Liability

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition 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 competition or any 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).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 16 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. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

## Collection and use of your personal information

- 17 Your entry will be the Promoter's property. The information you provide will be used by the Promoter for the purpose of conducting this competition and (if you are a VIP member of the Centre) communicating with you as a VIP member. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with you. If you are a VIP member of the Centre, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at [www.cliffordgardens.com.au](http://www.cliffordgardens.com.au) contains information about how you can seek access to the personal information the Promoter holds about you and seek the correction of such information.