

## Clifford Gardens Colour By Numbers - January 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 12/01/19 until 5pm 20/01/19 (the <b>Competition Period</b> ).
<b>Who can enter?</b>	Any customer of Clifford Gardens Shopping Centre
<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 Centre at Clifford Gardens, Cnr James Street & Anzac Ave, Toowoomba, Queensland.
<b>Do I need to buy anything to enter?</b>	No.
<b>Entry instructions</b>	Pick up an activity sheet and visit our Colour By Numbers Activity Stations located throughout the Centre to colour in and complete your entry. Return your form to Customer Service to be entered into the draw to WIN 1 of 10 Colour & Craft packs including: <ul style="list-style-type: none"> <li>• \$50 Clifford Gardens Gift Card</li> <li>• Crayola Gigantic Colouring Book</li> <li>• The Ultimate Spiromania Book and Kit</li> <li>• Crayola Super Tips Washable Markers</li> <li>• Crayola Crayon Colours</li> <li>• Crayola Washable Kids Paint</li> <li>• Sunnlyfe Rainbow Sunglasses</li> <li>• Sunnlyfe Rainbow Harmonica</li> <li>• Sunnlyfe Rainbow Skipping Rope</li> </ul>
<b>Prizes</b>	There will be ten (10) Colour & Craft prize packs available to be claimed during the Promotional Period.  The winners will be announced at 11am Tuesday 22 January 2019.  Should any prize not be claimed after 3 months a second draw will take place at 11am Monday 22 April 2019.
<b>Total Prize Pool</b>	The total prize pool is \$1,500 (\$150 per prize pack).
<b>How many times can I participate?</b>	There is no limit to the number of entries.

- 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.

#### Prizes

- 3 The Clifford Gardens gift card is subject to the conditions imposed by the supplier of the gift card including any validity period. The gift card:  
 (1) Is redeemable for merchandise or services at all Clifford Gardens stores, where EFTPOS is available.

(2) Is valid for redemption for 36 months from the date of issuing. The Clifford Gardens Gift Card will be void and cannot be redeemed after the date of expiry. Once expired, the Clifford Gardens Gift Card cannot be replaced.

(3) Should be treated like cash. Defaced, mutilated, altered, lost or stolen cards will not be replaced, refunded or redeemed.

(4) Is not redeemable for cash and cannot be used for the payment of credit or retailer accounts, nor used at ATM's to withdraw cash.

## General

- 4 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.
- 5 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.
- 6 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.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this promotion is final.
- 9 Gifts cards cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gift cards 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 card 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.
- 10 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.
- 11 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

- 12 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 13 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).
- 14 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.
- 15 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

- 16 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.