

**LET'S TALK Mobility Scooters**  
**October 2021 | Terms and Conditions**

<b>Who is running the competition?</b>	Clifford Gardens Shopping Centre, Corner James Street and Anzac Avenue, Toowoomba, Qld, 4350 (ABN 82 649 477 234).
<b>When will the competition start and end?</b>	The competition runs from 9am 01/10/2021 until 2:30pm 31/10/2021 (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 all retail outlets in the Centre, Cnr James Street & Anzac Ave, Toowoomba, Queensland.
<b>Do I need to buy anything to claim an entry form?</b>	Yes. During the Promotional Period, customers must spend \$50 in a single transaction at any Clifford Gardens retail store ( <b>Qualifying Purchase</b> ). For clarity, the Qualifying Spend receipts cannot be combined, however one entry form will be issued for every receipt presented that meets the competition criteria.  Excludes lay-by (including store layby, AfterPay, Certergy or any other layby structured payment systems), ATM withdrawals, gift card purchases, mobile phone recharge cards and utility bill payments.
<b>Entry Form collection instructions</b>	After the customer have made a Qualifying Purchase, they must visit the Customer Service Desk (located near Terry White Chemmart) during the promotional period and present their original Qualifying Purchase receipt to receive their entry form. Once completed, the entry forms can be placed into the entry barrel located next to the Customer Service Desk. Entry forms must be received within this period: <ul style="list-style-type: none"> <li>• Friday 1 October – 9am to 5pm</li> <li>• Saturday 2 October - 9am to 4pm</li> <li>• Sunday 3 October – 10:30am to 2:30pm</li> <li>• Monday 4 October – 10:30am to 2:30pm</li> <li>• Tuesday 5 October – 9am to 5pm</li> <li>• Wednesday 6 October – 9am to 5pm</li> <li>• Thursday 7 October – 9am to 7pm</li> <li>• Friday 8 October – 9am to 5pm</li> <li>• Saturday 9 October – 9am to 4pm</li> <li>• Sunday 10 October – 10:30am to 2:30pm</li> <li>• Monday 11 October – 9am to 5pm</li> <li>• Tuesday 12 October – 9am to 5pm</li> <li>• Wednesday 13 October – 9am to 5pm</li> <li>• Thursday 14 October – 9am to 7pm</li> <li>• Friday 15 October – 9am to 5pm</li> <li>• Saturday 16 October – 9am to 4pm</li> <li>• Sunday 17 October – 10:30am to 2:30pm</li> <li>• Monday 18 October – 9am to 5pm</li> <li>• Tuesday 19 October – 9am to 5pm</li> <li>• Wednesday 20 October – 9am to 5pm</li> <li>• Thursday 21 October – 9am to 7pm</li> <li>• Friday 22 October – 9am to 5pm</li> <li>• Saturday 23 October – 9am to 4pm</li> </ul>

	<ul style="list-style-type: none"> <li>• Sunday 24 October – 10:30am to 2:30pm</li> <li>• Monday 25 October – 9am to 5pm</li> <li>• Tuesday 26 October – 9am to 5pm</li> <li>• Wednesday 27 October – 9am to 5pm</li> <li>• Thursday 28 October – 9am to 7pm</li> <li>• Friday 29 October – 9am to 5pm</li> <li>• Saturday 30 October – 9am to 4pm</li> <li>• Sunday 31 October – 10:30am to 2:30pm</li> </ul> <p>Purchase receipt 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, the customer has shared any receipt/s with another person, the entries will be invalid, and the customer will lose any right to an entry form.</p>
<b>Prizes</b>	<p>There are 2 prizes available to be won. Each participant is only permitted to win (1) prize under this Promotion, during the Promotional Period.</p> <ul style="list-style-type: none"> <li>• 1 x Scooter - Aspire - HS520 - Midi Deluxe – White - RRP \$3,430.00</li> <li>• 1 x Scooter - Aspire - HS898 Bravo – Deluxe – Black - RRP \$4,995.00</li> </ul> <p>The winners must nominate on their entry form which of the 2 prizes they wish to win. Entry forms without this field completed will be considered invalid. The Promoter accepts no responsibility for changes in the prize values between the time of printing and the ultimate prize redemption. Once the prize winner is drawn, they will collect their prize from the Customer Service Desk.</p>
<b>Total Prize Pool</b>	The total prize pool is valued at RRP \$8,425.00.
<b>How many times can I participate?</b>	<p>There is no limit placed on the number of entries per person so long as each entry meets the Qualifying Purchase.</p> <p>Each participant is only permitted to win (1) prize under this Promotion, during the Promotional Period. Incomplete or illegible claims will be deemed invalid.</p>
<b>Prize Draw</b>	<p>The prize draw will take place in the Clifford Gardens Centre Management office at 10am Monday 1 November 2021.</p> <p>The winner will be determined via a random draw using an entry barrel. The judge's decision is final. No further correspondence will be entered into. The winner need not be present at the draw to be eligible to win.</p> <p>The prize winners must provide suitable identification to the Promoters' satisfaction to be entitled to redeem their prize.</p> <p>If despite every reasonable effort the winner of the prize cannot be contacted, the prize will be retained for 3 months. Any redraw/swill be conducted Tuesday 1 February 2022 by the Promoter.</p>

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

- 1 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

- 2 1 x Scooter - Aspire - HS520 - Midi Deluxe – White - RRP \$3,430.00 or 1 x Scooter - Aspire - HS898

Bravo – Deluxe – Black - RRP \$4,995.00.

- (1) Mobility scooters are 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).
  - (3) Promoter is not liable for any costs associated with registering mobility scooters through the Department of Transport and Main Roads. Appropriate paperwork/information will be provided to the winners for them to undertake this process.
  - (4) Promoter is not liable for any other costs associated with the acceptance of the prize.
- 2 If you are the 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.
- 3 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.
- 4 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.
- 5 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 6 The Promoter's decision in connection with all aspects of this promotion is final.
- 7 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes must be taken as and when specified, or will be forfeited with no replacement. The prize 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 prize (or element of a prize) 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.
- 8 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.
- 9 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.

#### General Liability

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

- 4 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).
- 5 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.
- 6 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**

- 7 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.