

# Clifford Gardens Merry Giftmas – December 2023

## 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 01/12/2023 until 2:30pm 24/12/2023 (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 stores in the Centre, Cnr James Street & Anzac Ave, Toowoomba, Queensland. Excludes casual and temporary tenants.
<b>Do I need to buy anything to enter?</b>	Yes. During the Promotional Period, you need to spend over \$60 in a single transaction at a 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. Further exclusions include lay-by (including store layby, AfterPay, Certery, ZipPay or any other layby structured payment systems), online payments (including click and collect, direct to boot, etc), ATM withdrawals, gift card purchases, mobile phone recharge cards, scripts & utility bill payments.
<b>Entry instructions</b>	After you have made a Qualifying Purchase, you must visit the Customer Service Desk (located opposite Terry White Chemmart) during the promotional period within the Customer Service Desk hours of operation (listed below), and present your original Qualifying Purchase receipt to receive your entry form.  When completing the entry form, participants must nominate one (1) gift from the Merry Wishmas Display (located on the Big W side of the Santa Set in Centre Court) that they would like to win by listing the store and gift. Entries with these fields left blank or more than one gift listed will be deemed invalid. Once completed the entry forms can be placed into the entry box opposite the Customer Service Desk.  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, you have shared any receipt/s with another person, your entries will be invalid and you will lose any right to an entry form.  If you return a Qualifying Purchase, your entry will be deemed invalid (unless the product you purchased is defective). Customers returning goods with a receipt that has been stamped (indicating they have received an entry form), will have their entries made invalid.  Customer Service Desk hours of operation during the promotional period: Mon – Wed: 9am – 5pm Thur: 9am – 7pm Fri: 9am – 5pm Sat: 9am – 4pm Sun: 10:30am – 2:30pm
<b>Prizes</b>	There will be a total of 16 prizes available to be claimed during the Promotional Period.
<b>Total Prizes Pool</b>	The total prize pool is valued at \$10,800.52 RRP.
<b>How many times can I participate?</b>	There is no limit placed on the number of entries per person so long as each entry meets the Qualifying Purchase. Each participant is only permitted to win (1) prize under this Promotion, during the Promotional Period. Incomplete or illegible entry forms will be deemed invalid. Entry forms with more than 1 gift nominated or field left blank will also be deemed invalid.
<b>Prize Draw</b>	The prize draw will take place in the Clifford Gardens Centre Management office at 9am on Tuesday 2 January 2024. The winners will be determined via random draws from the entry box. Entries will be drawn until such time that all 16 prizes have a winner. After a winner has been selected for a specific prize, any further draws that have nominated to win this prize will be discarded. 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. The prize winners must provide suitable identification to the Promoters' satisfaction to be entitled to redeem their prize. If despite every reasonable effort the winner/s of any of prizes cannot be contacted, the prize will be retained for 3 months. Any redraw/swill be conducted at 11am on Tuesday 2 April 2024 by the Promoter.

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

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### Gift pool

The gift pool consists of the following items:

1. Max & Betty Picnic Set – RRP \$183.64
2. Wallace Bishop 9ct Yellow Gold Created Ruby Ring, Necklace and Earring Set – RRP \$1,497
3. Telstra Apple iPad 10<sup>th</sup> Generation 64GB – RRP \$999
4. Coles Gift Card – RRP \$500
5. Optus JBL Noise Cancelling Headphones – RRP \$200
6. Robins Kitchen Baccarat Knife, Airfryer and Fry Pan set – RRP \$2,078.98
7. Angus & Coote – Citizen His and Hers Eco-Drive Watch Set – RRP \$875
8. Best & Less Gift Card – RRP \$500
9. Big W Canon 3000 DSLR Camera – RRP \$729
10. Terry White Chemmart Gift Voucher – RRP \$500
11. EB Games/Zing POP Nintendo Switch Mario Cart Pack – RRP \$539.95
12. Intershape GHD Gift Pack and Product – RRP - \$412.95
13. Woolworths Gift Card – RRP \$500
14. Strandbags Travel Pack – RRP \$577.00
15. OPSM Ray-Ban New Wayfarer Classic Sunglasses – RRP \$208
16. Flight Centre Gift Card – RRP \$500

## General

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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.

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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.

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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.

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The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

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The Promoter's decision in connection with all aspects of this promotion is final.

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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.

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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.

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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

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

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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).

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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.

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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

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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.