

# Clifford Gardens Mini Golf – March/April 2024

## 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 10am 30/03/24 until 4pm 13/04/24 (the <b>Competition Period</b> ).
<b>Who can enter?</b>	Any customer of Clifford Gardens Shopping Centre
<b>Where will the competition run?</b>	The competition will run in Centre, Clifford Gardens, Cnr James Street & Anzac Ave, Toowoomba, Queensland.
<b>Do I need to buy anything to enter?</b>	No
<b>Entry instructions</b>	Once the customer has played the 6 hole mini golf they may complete the Entry Form section on the Score Card and place it in the entry box located next to the Customer Service Desk. Entries must be received within the competition period, between 10am – 4pm daily.
<b>Prizes</b>	<b>1 Prize Pack containing</b> <ul style="list-style-type: none"> <li>- 1x Nintendo Switch OLED White Console</li> <li>- 1 x Nintendo Switch Pull-N-Go Case - Elite Edition</li> <li>- 1 x Atrix Nintendo Switch OLED Model Tempered Glass Screen Protector</li> <li>- 1 x Mario Golf Super Rush Nintendo Switch</li> </ul>
<b>Total Prize Pool</b>	The total prize pool is \$696.85
<b>Prize Draw</b>	<p>The prize draw will take place in the Clifford Gardens Centre Management office at 10am Monday 15 April 2024.</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 Monday 17 July 2024 by the Promoter.</p>
<b>How many times can I participate?</b>	There is no limit to the number of entries

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.

### Prizes

- 1x Nintendo Switch OLED White Console
- 1 x Nintendo Switch Pull-N-Go Case - Elite Edition
- 1 x Atrix Nintendo Switch OLED Model Tempered Glass Screen Protector
- 1 x Mario Golf Super Rush Nintendo Switch

## General

- 2 All winners must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation.
- 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 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.
- 8 The Promoter is not responsible for any tax implications arising from the selected charities winning a prize. All parties 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

- 9 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 10 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).
- 11 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.
- 12 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

- 13 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.