

Eastland Shopping Centre ("Centre")

Win a Hot Air Balloon Flight for 2 & Champagne Breakfast at Rochford Winery

Terms and Conditions

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions. Information on the entry form also forms part of these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who makes an Eligible Transaction during the Competition Period and submits an Eligible Entry.
3. Participants must keep their original receipt/s or tax invoice/s from a Participating Store as proof of the Eligible Transaction.
4. Entry forms will be available from Nominated Retailers and from the Customer Service Desk 1 (opposite Myer) on Level 2 of the Centre.
5. To obtain an entry form for the Competition, Participants must present their original receipt/s or tax invoice/s for an Eligible Transaction to either the Customer Service Desk or the Participating Store at which the Eligible Transaction was made. The original receipt/s or tax invoice/s may not be used for future entries.
6. Participants who wish to combine multiple receipt/s or tax invoice/s to constitute an Eligible Transaction can only obtain an entry form from the Customer Service Desk.
7. An Eligible Person may only obtain one entry form for each \$20 spent in an Eligible Transaction, to a maximum of 10 entry forms per Eligible Transaction. An Eligible Person who presents an original receipt or tax invoice for an Eligible Transaction in excess of \$200 will be limited to obtaining 10 entry forms for that Eligible Transaction.
8. Subject to clause 7, there is no limit on the number of times a Participant may enter the Competition.
9. To be valid, each entry for the Competition must be made by an Eligible Person and must:
 - (a) be on an official entry form supplied by a Nominated Retailer or the Customer Service Desk in accordance with clause 5 of these Terms and Conditions;
 - (b) be fully completed and contain the Eligible Person's full name, address, telephone number, email address name of Participating Store at which the Eligible Transaction was made and the amount of the Eligible Transaction;
 - (c) be signed by the Eligible Person;
 - (d) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and signed where applicable; and
 - (e) be placed in the official entry box provided by the Promoter at the Entry Box Locations during the Competition Period.

The Competition

10. The Competition will be conducted at the Centre during:
 - (a) the Competition Period; and
 - (b) the Centre's usual trading hours.

Eligibility

11. The Competition is only open to Eligible Persons.
12. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Prize

13. There will be one (1) Prize and one (1) winner of the Prize.
14. The Prize is not transferable, refundable or exchangeable and cannot be taken as cash.
15. Each Eligible Entry by an Eligible Person will be entered into the Competition.
16. The first Eligible Entry drawn at random will win the Prize.
17. The draw will take place at 5.30pm on Tuesday 14 February 2012 at the Centre Management Office on Level 2.
18. If a Prize winner is under the age of 18 years, the parent or guardian of that Prize winner who gave permission for entry into the Competition will be deemed to be the relevant Prize winner for the purposes of the Competition.
19. The Prize winner does not have to be present at the time or place of the draw.
20. The Promoter will use reasonable efforts to notify the Prize winner by mail, telephone or otherwise to arrange delivery or collection of the Prize.
21. The Promoter intends to publish the results of the Competition on the Centre website (www.eastland.com.au) (including the Prize winner's first name and suburb) and in The Age (Melbourne) newspaper in the classified section on 27 February 2012. By entering into this Competition the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are a winner.
22. If despite reasonable efforts the Promoter is unable to locate or contact the Prize winner by 9am on 25 March 2012, another Prize winner will be drawn at 10 am on 25 March 2012 and any subsequent winner will be notified in accordance with these Terms and Conditions, by publishing the Prize winners name on the Centre website (www.eastland.com.au) (including the Prize winner's first name and suburb) and in The Age (Melbourne) newspaper in the classified section on 2 April 2012.
23. A Participant claiming to be the Prize winner will be required to provide proof of identity.
24. The Promoter's decision as to the winner of the Prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.

Other General Terms

25. All Competition entries are the property of the Promoter.

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Terms and Conditions

26. The Prize winner consents to the Promoter using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.
27. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
- (a) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (b) any personal injury suffered or sustained, during the course of participating in this Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
28. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of the Prize by the Participant.
29. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
- (a) disqualify any Participant; and/or
 - (b) modify, suspend, terminate or cancel the Competition as appropriate.

Privacy

30. Under the Privacy Act 1998 (Cth), the Promoter must tell Participants when it collects personal information about them and how it plans to use it. If a Participant chooses to enter or take part in the Competition, the Participant will be required to provide the Promoter with personal information about themselves such as the Participant's name, age, address, telephone number, email address and the name of the Participating Store at which the Eligible Transaction was made and the amount of the Eligible transaction.
31. The Promoter will collect and use the personal information which the Participant has provided for the following purposes:
- (a) carrying out the Competition and evaluating the Competition;
 - (b) if the Participant has accepted to receive future promotional communications from the Promoter, carrying out marketing and promotions activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to the Participant about the competitions or promotional events (whether or not undertaken by or about the Promoter or any other person or organisation) and supplying the information to contractors which assist the Promoter to do this; and
 - (c) carrying out an internal evaluation of the Competition.

32. By entering the Competition a Participant consents to the collection and use of his or her information in the manner outlined in these Terms and Conditions.
33. If a Participant would prefer that the Promoter does not use the Participant's details in the way outlined in these Terms and Conditions and/or retain their details, the Participant should contact the Promoter on (03) 9870 8377.
34. A Participant has the right to access most personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on (03) 9870 8377 to ask for access to the Participant's information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the Participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
35. If a Participant considers that any information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on (03) 9870 8377 and the Promoter will take reasonable steps to ensure that such information is corrected.
36. The Promoter will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.

Definitions

"Centre" means Eastland Shopping Centre, Ringwood, VIC.

"Competition" means the opportunity to go into the draw to win the Prize in accordance with these Terms and Conditions.

"Competition Period" means the period from 9.00am on Monday 30 January 2012 to 5.30pm on Tuesday 14 February 2012.

"Eligible Entry" means an entry made by an Eligible Person which complies with the requirements of clause 9.

"Eligible Person" means an individual who:

- (a) is a resident of Australia;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Competition; and
- (c) is not a Non Eligible Person.

"Eligible Transaction" means an Eligible Person must spend a \$20 or more in one or more transactions at a Participating Store during the Competition Period. For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, newsagency and lotteries purchases) will not qualify as an Eligible Transaction. Lay-by payments not made within the Competition Period are also excluded.

"Entry Box Locations" means:

- (a) Information Desk 1, opposite Centre Plaza Way and Millers (Level 2);
- (b) between Witchery and Forever New (Level 2);
- (c) between Salotti del Cafe and Myer (Level 1); and

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Terms and Conditions

“**Nominated Retailer**” means Angus and Coote; Bed Bath N Table; My Beauty Spot; Casual Guy; Peter Jackson; Darrell Lea; Hoskings ; Ishka; Jo Mercer; Matchbox; Wild Cards and Gifts; Betts; Silvermoon; The Body Shop; San Churro; Miss Demeanour; Temelli Jewellers; The Face Shop; Victoria Station; Bayside Flowers; and Theobroma.

“**Non Eligible Person**” means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) - (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

“**Participant**” means any person who participates in the Competition.

“**Participating Store**” means any retailer in the Centre. The Promoter (in its sole discretion) may add to or remove from the list of Participating Stores at any time.

“**Prize**” means a Global Ballooning Voucher which is redeemable for a hot air balloon flight for two (2) persons over the Yarra Valley and champagne breakfast for two (2) persons at Rochford Winery valid for 12 months Monday to Friday flights only. The total prize value is \$630. For the avoidance of doubt, the Prize does not include any travel costs to and from the Rochford Winery or any food or other items which are not specifically listed above.

“**Promoter**” means Eastland Property Holdings Pty Ltd ACN 055 780 295 as trustee of Eastland Shopping Centre Trust of 171-175 Maroondah Highway, Ringwood in the State of Victoria as owner of the Centre.

“**Promoter Entities**” means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.