

# Win \$1,000 Travel Voucher at Mount Pleasant Centre

## Promotional Terms & Conditions

### General

1. The Promoter is Fawkner Property Ltd c/o CBRE Pty Ltd - Retail Property Management 1 Eagle Street, Brisbane QLD 4000. Mount Pleasant Centre.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
4. The Promoter reserves the right to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these terms and conditions.

### Who can enter

5. Entry into the promotion is deemed acceptance of these terms and conditions.
6. Entry is open to all residents of Australia over the age of 18 except employees and immediate families of Fawkner Property Ltd, CBRE, Mount Pleasant Centre Staff and their associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin. Customers must be 18 years or over to participate in this promotion.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
8. Only one entry per customer for the promotion period.

### When to enter

9. The promotion runs from 9.00am, Monday 29 April 2024 AEST and concludes at 4.00pm, on Sunday 12 May 2024 AEST. Entries must be received by the Promoter prior to the competition close date and time.
10. The time of entry will in each case be the time the online entry is received by Mount Pleasant Centre, not at the time of transmission by the entrant.
11. The Promoter accepts no responsibility for any late, lost or misdirected entries including those not received by the Promoter or delays in the delivery of the entries due to technical disruptions, network congestion or for any other reason. Entries via the internet or computer generation and not attributable to a valid email address is invalid and will not be accepted.

### How to enter

12. To enter, customers must:
  - Scan the QR code in centre or
  - Click the link on our social media pages
  - Enter your details including name, email, phone number and suburb and submit.
13. Prizes must be collected from the Centre Management Office between 8.30am and 4.00pm Monday to Friday AEST. If the winners have not claimed the prize by 4.00pm Friday 31 May, then he or she will forfeit the prize..

### Prizes on offer

14. Prizes to be awarded:

VALUE	QTY	Total Value
\$1,000 Travel Voucher from Helloworld Travel Mackay	1	\$1,000

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### Determination and Notification of winner

15. Winners will be determined at Mount Pleasant Centre by random selection in accordance with these terms and conditions on Monday 13 May 2024.
16. This competition is a game of chance. Skill plays no part in determining the winner.
17. If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.
18. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
19. The Winners of prizes will be notified instantly once their entry is completed.
20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
21. Winners will be contacted via email and phone and announced via Facebook.

### Further Terms and Conditions

22. The prize is offered by Mount Pleasant Centre, Centre Management in good faith and is not exchangeable or redeemable for cash.
23. This promotion is offered in good faith and is not to give rise to any legal dispute and is binding in honour only.
24. In case of a dispute or challenge, Centre Management's decision is final, and no correspondence will be entered into.
25. Acceptance of prize indemnifies Mount Pleasant Centre, its retailers, managers and agents of any responsibility.
26. Centre Management accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected prizes.
27. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions.
28. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
29. The Promoter Fawkner Property Ltd c/o CBRE Pty Ltd - Retail Property Management and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
30. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. Any entrant found to be using any form of software or third-party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
33. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
34. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

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35. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
36. The Promoter and its associated agencies and companies will not be liable for any damage due to prizes.
37. The Promoter and its associated agencies and companies will not be liable for any ancillary costs associated with collecting or owning of prizes.
38. The Promoter reserves the right to re determine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
39. Copyright, Statutory guarantees, Waiver and liability
40. In consideration for the Promoter awarding the prize to the winners, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or Fawcner Property Ltd c/o CBRE Pty Ltd - Retail Property Management publications, or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
41. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (Works). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities.
42. The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth) (Copyright Act). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.
43. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
44. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
45. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
46. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and The Promoter may use the entrant's names, email addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
47. Fawcner Property Ltd c/o CBRE Pty Ltd - Retail Property Management is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining the winners). If you are not willing for this to occur you cannot participate in the promotion.

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48. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
49. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law.