

Hoyts Reopening Facebook Competition

Terms and Conditions

Who is running the promotion?	The Promoter is Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) as disclosed agent for the owners of Northland Shopping Centre, Melbourne Corporate Office, Level 4, Chadstone Tower One, 1341 Dandenong Road, Chadstone Vic 3148.
Which Centre is running the promotion?	Northland Shopping Centre, 2-5 Murray Road, Northland Vic 3072 (the Centre).
When will the promotion start and end?	The promotion starts at 11am 6/12/2019 and ends at 5pm 6/12/2019 (Competition Period).
Who can participate?	Only Australian residents aged 18 years or over can enter.
Who can't participate?	Directors, officers, management and employees of: (a) the Promoter; (b) the agencies or companies associated with this promotion or the Promoter; or (c) the retail stores located at the Centre, and the immediate families of those people, can't enter.
Do I need to buy anything to participate?	No.
How to participate	During the Competition Period, you must: (a) Respond to the Reopening competition post on Facebook for Hoyts.
How many winners will there be and how will they be determined?	There will be 1 winner determined. A draw will take place on 12/11/2020 the winner will be contacted via Facebook message and collect their prize from the Information Desk. The entrant will be selected at random during the Competition Period to win the prize. The Promoter may draw additional reserve entries in this draw and record them in order, in case the winning entry/entrant is deemed invalid, or a prize is unclaimed (Reserve Entrants).
What can I win?	There is one major prize to be won: <ul style="list-style-type: none">• A Hoyts family pass (admits 4) The winner must collect their prize directly from Hoyts Northland.
How many times can I enter?	Entrants can enter once.
How and when will the winners be informed?	The winner will be informed via Facebook message by 5pm on 12/11/2020
When do I need to claim my prize?	You must claim your prize by 12/12/2020
What if I don't claim my prize on time?	If the prize has not been accepted or claimed by 12/12/2020 or if, after making all reasonable attempts, the Promoter can't contact a drawn winner (or a drawn winner does not contact the Promoter) by this time and date, the relevant entry will be discarded and the Promoter will re-award the prize to Reserve Entrant/s and/or carry

	out an unclaimed prize draw on 9/12/2019 at the same location as the original draw to distribute the prize.
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- 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 Competition Period. Your entry is deemed to be received only when received by the Promoter's database. The Promoter is not liable for any problems with communications networks. You will receive a return online message confirming your entry. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

Prizes

- 3 If you are a lucky winner, your prize will include the below:

- A Hoyts family pass (admits 4)

General

- 4 By participating in this promotion, you (and your companion) must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You (and your companion) consent to the Promoter using your names and images in any promotional or advertising activity.
- 5 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your participation will be deemed invalid and you will lose any entitlement to a prize.
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry 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 entry (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.
- 7 You must not:
 - (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
 - (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 promotion;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 8 You are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companion if they breach these conditions, whether or not legally bound by them.
- 9 If you (or your companion, if applicable), in the opinion of the Promoter, are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or

any of its related entities or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate, the Promoter may restrict you (and your companions) from participating in any elements of the prize, at its discretion.

- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 11 The Promoter's decision in connection with all aspects of this promotion is final.
- 12 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the start of the Competition Period 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.
- 13 By entering, you request that your full address not be published.
- 14 By accepting or participating in any prize, your companion accepts these Terms and Conditions.
- 15 If this promotion 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 promotion or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 16 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 promotion 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

- 17 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 18 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this promotion 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 promotion 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).
- 19 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, damage to or delay in delivery of prizes.
- 20 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

- 21 The information you provide will be used by the Promoter for the purpose of conducting this promotion. 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 promotion, storing data or communicating with you. By entering this promotion, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future promotion 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 <http://vicinity.com.au/privacy-policy> contains information about how you can seek access to the personal information the Promoter holds about you and seek the correction of such information.