



## Ultimate VB Bbq Pack Competition

### Terms and Conditions

#### General

1. The Ultimate VB Bbq Pack social media promotion (**Promotion**) commences at 6pm (local time) on 23/02/21 and concludes at 11:59pm (local time) on 25/02/21 (**Promotion Period**).
2. The Promotion is promoted by Vicinity Centres PM Pty Ltd ACN 101 504 045 (**Promoter**) of Altona Gate Shopping Centre, 124-134 Millers Rd, Altona North VIC 3025.
3. By entering the Promotion, all entrants are subject to, and will need to adhere to, these terms and conditions (**Entrants**).
4. Entry into the Promotion constitutes the Entrant's unconditional acceptance of these terms and conditions.

#### Prize

5. The Promotion prize pool has a total value of approximately \$100 and consists of:
  - a. *1 x VB Cap, 1 x VB Stubby Cooler and 1 x Meat Pack which includes 1kg of VB Sausages*
6. The Prize is supplied The Butcher Club (**Supplier**)

#### How to Enter

7. To enter the Promotion, Entrants must, during the Promotion Period:
  - a. Like The Butcher Club on Facebook and tag a friend in the comments of the competition post for a chance to win (each an **Entry**)
8. Entrants are automatically entered into the draw (**Draw**) if they comply with the conditions outlined in clause 7.
9. Entries must be received during the Promotion Period. Entries are deemed to be received at the time they are received by the Promoter (and not at the time the Entrant submits the Entry).
10. Entry into the Promotion is free.
11. Entrants are only entitled to one (1) Entry for this Promotion.
12. By entering the Promotion, each Entrant grants to the Promoter and the centre management at Altona Gate Shopping Centre (**Centre Management**) a world-wide, perpetual, irrevocable, non-exclusive, transferable, royalty free and sub-licensable right and licence to use reproduce, modify, adapt, publish or display (in whole or in part) any

intellectual property contained in the content of their Entry and/or Photo, without royalty, payment or other compensation. Each Entrant agrees not to assert any moral rights in relation to such use and warrants that they have full authority to grant such rights.

13. The Promoter and Centre Management reserve the right to remove any Entry for any reason at their sole discretion, including but not limited to any Entry that contains offensive, inappropriate or derogatory material. Any such posts removed in accordance with this right are deemed ineligible as an Entry into the Promotion.

## **Winners and Prizes**

14. One winner will be selected on 26/02/21.
15. The Promotion is a game of chance and the winner will be randomly selected in a Draw from the pool of eligible Entries. The Draw is automated and will be held on 26/02/21. The Winner does not need to be present at the Draw.
16. The Winner will be notified that they have won the Promotion via their social media Entry by 5pm on 26/02/21 and must respond to Centre Management as directed by 5pm on 01/03/21 to claim the Prize. Centre Management will use reasonable endeavours to arrange a time with the Winner to pick up the Prize from The Butcher Club at a time and on a day, which is mutually convenient to Centre Management and the Winner.
17. If the Winner:
  - a. does not respond to Centre Management by 5pm on 01/03/21 to claim the Prize; or
  - b. is not able to participate in or accept any part of the Prize, the Prize will be forfeited; andthe Winner will no longer be entitled to the Prize and the Centre Management or the Promoter, subject to any statutory requirements, reserves the right to select an alternative winner (**Replacement Winner**) on the basis set out in clause 15 at a time and date to be determined by the Centre Management or Promoter. The Replacement Winner is then the winner of the Prize for the purposes of these terms and conditions. A Replacement Winner will be notified via their social media Entry and Centre Management will use reasonable endeavours to arrange a time with that Replacement Winner to pick up the Prize from Altona Gate Shopping Centre at a time and on a day, which is mutually convenient to Centre Management and the Replacement Winner. If a Replacement Winner does not claim the Prize by the specified time, the Promoter may (in its absolute discretion) retain the Prize and is under no obligation to find a further alternative winner.
18. Proof of identity will be required to claim any Prize.
19. All costs, associated with collecting any Prize (including, but not limited to travel and parking costs) are the sole responsibility of the Winner and will not, under any circumstances, be compensated by the Promoter.

- 20. Any Prize must be taken as offered and is not transferable, refundable or exchangeable for cash or kind and may be subject to additional terms and conditions of the supplier or manufacturer as applicable.
- 21. If the Winner is under 18 years of age, any Prize will be awarded to the Winner's nominated parent/guardian upon presentation of photo identification. The parent/guardian shall be deemed the Winner for the purposes of these terms and conditions.
- 22. If any Prize is unavailable for whatever reason, the Promoter reserves the right in its absolute discretion to substitute any Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
- 23. The Promotion is not valid in conjunction with any other offer.

### **Compliance with terms and conditions**

- 24. The winning Entry must conform with all these terms and conditions. No responsibility will be accepted for late, non-conforming, lost, incomplete or misdirected Entries. Entries that are not in accordance with these terms and conditions are invalid.
- 25. The Promoter reserves the right in its sole discretion to disqualify any Entrant who the Promoter has reason to believe has breached any of these terms and conditions or engaged in unlawful or other improper misconduct (including, but not limited to, plagiarism and defamation) calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.
- 26. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages from the offender to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage.
- 27. Any decision made by Centre Management or the Promoter in respect of the Promotion is final and binding and no correspondence will be entered into.

### **Eligibility**

- 28. The Promotion is open to persons aged 13 years or older residing in the state in which the Centre is located. All Entrants under 18 years of age must have prior consent from a parent or guardian before entering the Promotion and must be able to provide evidence of such consent on request.
- 29. The Promotion is open to all persons except employees, contractors, agents of Altona Gate Shopping Centre, sponsors of the Promotion and their immediate families; employees of Vicinity Limited or related body corporate and their immediate families; tenants in Altona Gate Shopping Centre and their immediate families; the staff of tenants in Altona Gate Shopping Centre and their immediate families; the contractors of tenants in

Altona Gate Shopping Centre and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of the Promotion and their immediate families. **Immediate families** refers to spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) and grandparents. **Tenant** means lessees, licensees and, in the case of a corporation, includes their directors.

30. The Promoter reserves the right to verify the validity of Entries submitted to the Promotion. The Promoter may request any document which establishes an Entrant's eligibility to enter to the Promotion including, without limitation, an Entrant's identity, age and place of residence.

### **Limitation of Liability**

31. The Promoter (including its related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss, expense, damage or liability whatsoever which is suffered or incurred (including, but not limited to, indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with any Prize, including any loss, expense, damage or liability arising as a result of (but not limited to):
- a. any late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected Entry;
  - b. any technical difficulties or equipment malfunction;
  - c. any theft, unauthorised access or interference by another person;
  - d. use of, or taking of, a Prize; or
  - e. participation in the Promotion.
32. The Promoter assumes no responsibility for:
- a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet providers, congestion on any carrier networks or otherwise;
  - b. any theft, destruction or unauthorised access to, or alteration of such communications; and
  - c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion.
33. All internet, mobile phone and/or SMS charges in relation to the Promotion are the sole responsibility of the Entrant.
34. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.
35. The warranty (if any) on the goods and services obtained as a result of the Promotion remains the sole responsibility of the supplier or manufacturer of the Prize.

## Privacy

36. By entering the Promotion, each Entrant hereby gives Centre Management and the Promoter authority to:

- a. publicly announce their name (should they be the Winner) on any social media platform following determination of the Winner of the Promotion and at any stage thereafter.
- b. use or replicate their name, likeness, image and/or voice (including any photograph, film, and/or recording of same) in any media at any time or times without royalty, payment or other compensation for the purposes of promoting the Promotion, the Altona Gate Shopping Centre, the Promoter and/or the Promoter's (or its related entities) products or services. Further, Winner agree to participate in all reasonable promotional activities in relation to the Promotion and the winning of any Prize.

37. By participating in the Promotion, each Entrant agrees that the Promoter may use information provided by the Entrant in connection with their Entry, Photo or claiming any Prize in accordance with Vicinity Centres' Privacy Statement. A copy of Vicinity Centres' Privacy Statement is available for viewing at the Centre Management office at Altona Gate Shopping Centre or at <http://www.vicinity.com.au/privacy-policy>. The Vicinity Centres' Privacy Statement contains information concerning your rights to access and correct the personal information we hold about you and your right to complain about an alleged breach of the Australian Privacy Principles.

38. By participating in the Promotion, each Entrant acknowledges and agrees that the Promoter may collect personal information about Entrants for the purposes of:

- a. including Entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the Entrant may not be eligible to participate in the Promotion and the Winner will not be able to claim the Prize; and
- b. enabling the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information on special offers or provide Entrants with marketing materials via any medium including social media, mail, telephone and commercial electronic messages (**SMS** (Short Message Service), **MMS** (Multimedia Message Service), **IM** (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the Entrant with special offers in this way. By entering the Promotion, an Entrant agrees that the Promoter may use the Entrant's personal information in this manner. Entrants may opt out by clicking on

the "unsubscribe" link in the email or as set out in the SMS/MMS/IM/relevant communication.

### **Privacy Notice**

39. The Promoter will collect Entrants' personal information as an entrant to the Promotion for the purposes of including Entrants in this Promotion, awarding prizes (where applicable) and contacting Entrants in relation to this Promotion. If the requested information is not provided, Entrants may not be permitted to participate in the Promotion. The Promoter may also use Entrants' personal information to help: (a) understand Entrants' interests, preferences and activities in relation to centres which the Promoter manages; (b) plan, operate and manage these centres and the digital channels through which the Promoter engage with Entrants; and (c) with Entrants' consent, contact Entrants in the future with information on the Promoter's promotions, special offers and rewards programs. The Promoter will also de-identify and aggregate Entrants' data for market research and data analytics purposes. The Promoter may disclose Entrants' personal information to its related bodies corporate and service providers, including those located in the USA and Singapore. The Promoter's Privacy Policy (<http://vicinity.com.au/privacy-policy>) further describes how the Promoter collects, uses and discloses personal information and how Entrants can contact the Promoter to access, correct or complain about the handling of their personal information.

### **Acknowledgement and Consent**

40. By entering this Promotion, Entrants acknowledge and agree that they have read these Terms and Conditions and the Promoter's Privacy Notice. Entrants also consent to the use of any supplied personal information in accordance with these Terms and Conditions, the Promoter's Privacy Notice and the Promoter's Privacy Policy.

### **Changing the Promotion**

41. If the conduct or operation of the Promotion is interfered with or disrupted in any way by any cause outside the reasonable control of the Promoter or the Promotion is not capable of running as planned (including, but not limited to, by reason of misdirected Entries, tampering, unauthorized intervention, fraud or technical failure), the Promoter reserves the right (in its absolute discretion) to (subject to any statutory requirements) suspend, modify, cancel, recommence or terminate the Promotion as appropriate. For the avoidance of doubt, any cause which is outside the reasonable control of the Promoter includes, but is not limited to, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes or computer viruses.

### **No affiliation**

- 42. The Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform provider (including, but not limited to, the providers of Facebook, Instagram and Twitter) or any of their related entities (**Provider**).
- 43. Each Entrant agrees to release any Provider including but not limited to Instagram and Facebook from all liability in connection with, or in relation to, the Promotion.
- 44. The terms and conditions of the Promotion do not intend to conflict with, or derogate from, a Provider's terms and conditions of use, statement of rights and responsibilities (if any), data use policy or any other terms and conditions imposed by the relevant Provider on Entrants from time to time to use the relevant social media platform.

### **Severability**

- 45. Any provision of these terms and conditions which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these terms and conditions nor affect the validity of the provision in any other jurisdiction.