

CHADSTONE

THE FASHION CAPITAL

Chadstone Christmas Giveaway

Promoter:	Vicinity Centres PM Pty Ltd ABN 96 101 504 045, as disclosed agent for the owners of the Shopping Centre, Melbourne Corporate Office, Level 4, Chadstone Tower One, 1341 Dandenong Rd, Chadstone VIC 3148		
Promotion Name:	Chadstone Christmas Giveaway (The Promotion)	Prize Supplier(s)	Vicinity Centres PM Pty Ltd (ABN 96 101 504 045)
Prize(s):	<ul style="list-style-type: none"> • 1 x Leica D-Lux 7 Vans X Ray Barbee Edition Camera (valued at \$2,490); • 1 x Winning Appliances Smeg Kettle and Four Slice Toaster Breakfast Pack (valued at \$578); • 1 x Hairhouse GHD Original Styler Bundle (valued at \$299) • 1 x Kiehl's Top 10 Products Collection (valued at \$671); • 1 x Backpack, Drink Bottle, Sport Crew 3 Pack, Dad Cap, Reverse Weave Hoodie and Heritage Tee (valued at \$304.94); • 1 x Year in T2, Alluring Aura Teapot and Alluring Aura Cup and Saucer (valued at \$192); • 1 x Williams-Sonoma Peppermint Bark Collection (valued at \$132); • 1 x Sephora Holiday Beauty Pack (valued at \$300); • 1 x Holism Retreat \$500 Gift Voucher (valued at \$500); • 1 x Godiva Christmas Truffles Gift Box and Assorted Milk Chocolates (valued at \$72.80); • 1 x Dymocks Book Set (Ottolenghi Test Kitchen: Shelf Love and Broadsheet: Home Made Cooking at home with Melbourne's best chefs, cooks and restaurants) (valued at \$99.98); • 1 x Macpac Fairtrade Organic Cotton Crew and Amp H2O 2L Hydration Pack (valued at \$199.98); • 1 x Seed Cotton Beach Towel, Logo Shopper Bag and Cap (valued at \$149.85); and • 1 x Black Star Pastry Watermelon Cake (valued at \$90). 	Prize Pool Total Value	\$6,080

Start Date and Time:	7am on 10/12/2021.	End Date and Time	11.59pm on 23/12/2021.
Shopping Centre:	Chadstone Shopping Centre	Shopping Centre Address	1341 Dandenong Road Chadstone Victoria 3148
Winner Contact Period:	Winners must accept their prize by 27/12/2021 and collect their prize from Chadstone Centre Management by 16/01/2022.	State/Territory	Victoria

Privacy Notice

Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) ('We', 'Our' or 'Us') on behalf of the Shopping Centre collects your personal information in order to run this Promotion, understand your interests and activities in relation to centres which we manage as well as plan, operate and manage these centres and the digital channels through which we engage with you. Where you consent to us doing so, we also use your personal information to contact you with centre news updates, events and promotions. We may disclose your personal information to our related bodies corporate and service providers, including those located in the USA and Singapore. We also de-identify and aggregate your data for market research and data analytics purposes. Our Privacy Policy (<http://vicinity.com.au/privacy-policy>) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.

Terms and Conditions

- To enter the Promotion, Entrants must, during the Promotion Period:
 - follow @chadstone_fashion on Instagram, and locate the promotional post for the respective day (**Post**);
 - like the Post and tag one friend in a comment on the Post, ensuring that you obtain consent from any individual whose personal information has been captured in the Post for their details to be posted and published for inclusion in this Promotion;
 - ensure the friend you tag is also following @chadstone_fashion on Instagram (an **Entry**); and
 - complete the above steps prior to 11.59pm on the day the Post is shared to receive an entry into the draw for the day of the Post.

Each unique comment with a new tag will count as one separate entry to the Promotion. Entries must not appear to promote any goods or services other than those of the Promoter.

The friend you tag must also follow steps (a) – (d) in order to receive their own entry in the Promotion.

- There will be 14 winners determined in this Promotion – 1 winner for each day of the Promotion Period.
- There will be 14 draws conducted – 1 draw for each day of the Promotion Period. Each draw will commence at 12pm (AEDT) at Chadstone Shopping Centre the following day after the Post (the **Draw**).
- The Prizes to be won vary for each Draw will be as follows:

Entries Received	Draw Date	Prize Available	Prize Value
10/12/2021	11/12/2021	Leica D-Lux 7 Vans X Ray Barbee Edition Camera	\$2,490
11/12/2021	12/12/2021	Winning Appliances Smeg Kettle and Four Slice Toaster Breakfast Pack	\$578
12/12/2021	13/12/2021	Hairhouse GHD Original Styler Bundle	\$299
13/12/2021	14/12/2021	Kiehl's Top 10 Products Collection	\$671

14/12/2021	15/12/2021	Backpack, Drink Bottle, Sport Crew 3 Pack, Dad Cap, Reverse Weave Hoodie and Heritage Tee (size determined by the Promoter)	\$304.94
15/12/2021	16/12/2021	Year in T2, Alluring Aura Teapot and Alluring Aura Cup and Saucer	\$192
16/12/2021	17/12/2021	Williams-Sonoma Peppermint Bark Collection	\$132
17/12/2021	18/12/2021	Sephora Holiday Beauty Pack	\$300
18/12/2021	19/12/2021	Holism Retreat \$500 Gift Voucher	\$500
19/12/2021	20/12/2021	Godiva Christmas Truffles Gift Box and Assorted Milk Chocolates	\$72.80
20/12/2021	21/12/2021	Dymocks Book Set (Ottolenghi Test Kitchen: Shelf Love and Broadsheet: Home Made Cooking at home with Melbourne's best chefs, cooks and restaurants)	\$99.98
21/12/2021	22/12/2021	Macpac Fairtrade Organic Cotton Crew and Amp H2O 2L Hydration Pack	\$199.98
22/12/2021	23/12/2021	Seed Cotton Beach Towel, Logo Shopper Bag and Cap	\$149.85
23/12/2021	24/12/2021	Black Star Pastry Watermelon Cake	\$90
		Total:	\$6,080

5. Entries received in respect of each Draw will not roll over to subsequent Draws.
6. Winners will have their name published in the comments of each respective Instagram Post on the @chadstone_fashion Instagram page on the same day as the Draw and also have their name published on the same day as the Draw at www.chadstone.com.au for a period of 28 days.
7. By entering the Promotion, each Entrant:
 - a. gives the Shopping Centre and the Promoter authority to publicly announce and publish their name (should they be a Winner); and
 - b. grants the Promoter 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 Post, without royalty, payment or other compensation. Each Entrant consents to the Promoter, the Shopping Centre or their respective agents, employees, contractors or sub-licensees doing anything in relation to such use which might otherwise infringe the Entrant's moral rights and warrants that they have full authority to grant such rights.
8. Entrants must be 16 years or older to enter the Promotion and may only enter this Promotion once per day throughout the Promotion Period. All Entrants under the age of 18:
 - a. must have prior consent from their parent or guardian before entering the Promotion and must be able to provide evidence of such consent on request; and
 - b. shall have a Prize awarded to their nominated parent/guardian upon presentation of photo identification if they win and the parent/guardian shall be deemed the Winner for the purposes of these terms and conditions.

General

9. The Promotion shall run from the Start Date and Time to the End Date and Time (**Promotion Period**) and is promoted by the Promoter on behalf of the Shopping Centre. The Promotion is not valid in conjunction with any other offer.
10. This Promotion is subject to a pandemic, any government restrictions/directives, lockdowns, border closures, health advice and the like. Should any of these circumstances eventuate at any time before or during the Promotion Period, the Promotion may need to be cancelled, delayed, suspended or extended (as appropriate, as determined by the Promoter).
11. All entrants (**Entrants**) acknowledge and agree that their entry into the Promotion is subject to, and they must adhere to, these terms and conditions and any additional terms and conditions or alterations to these terms and conditions as set out by the Promoter from time to time. Information about Prizes and how to enter forms part of these terms and conditions. Entries not in accordance with these terms and conditions are invalid. The Promoter may, at any time, require Entrants to produce documentation to establish to the Promoter's satisfaction the validity of Entries (including receipts and documentation establishing identity, age, place of residence and place of employment of Entrants). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
12. The Promotion is open to all residents of the State except: employees, contractors, agents of Prize Supplier(s) and Shopping Centre sponsors of the Promotion and their immediate families; employees of the Promoter or a related body corporate and their immediate families; tenants in the Shopping Centre and their immediate families; the staff of tenants in the Shopping Centre and their immediate families; the contractors of tenants in the 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 means spouse, defacto 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.
13. The Winner/s are eligible to win the Prize as specified by the Promoter. All available Prizes are collectively valued at the Prize Pool Total Value. 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 conduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter reserves its rights to recover damages or other compensation from such a person.
14. The Prizes are supplied by the Prize Supplier(s) and may be subject to additional terms and conditions of the Prize Supplier(s). Any warranty on the goods and services obtained as a result of a Prize remains the sole responsibility of the relevant Prize Supplier.
15. The Prize/s will be awarded to valid Entrant/s whose valid Entry is randomly drawn in a Draw (**Winners**). The Promoter may draw additional reserve Entries in a Draw and record them in order, in case a Winner is deemed invalid or a Prize is unclaimed (**Reserve Entrants**).
16. Winning Entries drawn in a Draw must conform to all terms and conditions. No responsibility will be accepted for late, lost, illegible, incorrectly submitted or incomplete Entries. Entries which contain incorrect contact details shall be deemed invalid.
17. The Promoter and Centre Management reserve the right to remove any Entry that contains offensive, inappropriate or derogatory material. Any Entry containing such content shall be deemed invalid.
18. Any decision made by Centre Management at the Shopping Centre in respect of the Promotion or a Prize is final and binding and no correspondence will be entered into.
19. The Winner/s do not need to be present at the Draws and will be notified by direct message on Instagram (as per the profile used for the Winner's Entry) by 5.30pm on the day of the Draw or re-draw. Winner/s must claim their prize by Monday, 27 December 2021 and have until Sunday, 16 January 2022 to collect their prize. Centre Management for the Shopping Centre will arrange a time with the Winner/s to collect their Prize.
20. If there are any un-won Prizes or if a Winner cannot be contacted (i.e. attempts to contact the Winner have met with failure) or does not claim the Prize or the Shopping Centre does not receive any return communication within the Winner Contact Period following a Draw, the Winner will no longer be entitled to a Prize and the Promoter may award the Prize to a Reserve Entrant and/or undertake a re-draw at the Shopping Centre on the next business day after the Winner Contact Period has ended. In such case, the Reserve Entrant or the first valid Entry drawn in the re-draw will be entitled to the Prize (**Replacement Winner**). The Replacement Winner is then the Winner of the Prize for the purposes of these terms and conditions. Replacement Winner/s will have their name published at the same location as specified in **Error! Reference source not found.** above on the next business day after the Prize is awarded to them, for a period of 28 days.

21. If a Prize is unavailable for whatever reason, the Promoter reserves the right to substitute a prize of equal or greater value, subject to any applicable statutory requirements.
22. Proof of identity will be required to claim a Prize. A Prize must be taken as offered, is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions. The Promoter is not responsible for any change in Prize value.
23. Winner/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. Winner/s consent to the Promoter using their names and images in any promotional or advertising activity.
24. 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, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/Entrants, subject to any necessary approval by the relevant state/territory gaming authorities.
25. Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
26. Subject to the previous paragraph, the Promoter, the Shopping Centre owners and their respective related entities, officers, employees, contractors and agents shall not be liable (including in negligence) for any loss, liability, cost, damage, personal injury, illness, death, expense or claim whatsoever which is suffered (including but not limited to personal injury and indirect, special or consequential economic loss) as a result of the Promotion or in connection with a 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).
27. All internet, mobile phone and/or SMS charges in relation to the Promotion are the sole responsibility of the Entrant.
28. 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, software, hardware or communications issues or tampering), 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.
29. 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**).
30. Each Entrant agrees to release any Provider from all liability in connection with, or in relation to, the Promotion.
31. 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.
32. Entry and continued participation in the Promotion is dependent on the Entrant following and acting in accordance with Instagram Terms of Use, ([instagram.com/legal/terms](https://www.instagram.com/legal/terms)). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: help.instagram.com/179379842258600. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram.
33. 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.
34. To the maximum extent permitted by law, the Promoter accepts no responsibility for:
 - a. any tax implications that may arise from the Prize;
 - b. 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;
 - c. any theft, destruction or unauthorised access to, or alteration of such communications; and
 - d. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion.