



## SHADOW PLAY AT COLONNADES SHOPPING CENTRE

### Play, Snap, WIN!

#### Terms & Conditions

<b>Promoter:</b>	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Shopping Centre, Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148.		
<b>Promotion Name:</b>	Play, Snap, Win! ( <b>The Promotion</b> )	<b>Prize Supplier(s)</b>	Colonnades Shopping Centre
<b>Prize(s):</b>	4 x Colonnades Shopping Centre Gift Cards valued at \$100 each.	<b>Prize Pool Total Value</b>	\$400.00
<b>Start Date and Time:</b>	09:00pm ACST on Monday 3 December 2021	<b>End Date and Time</b>	5.00pm ACST on Monday 31 January 2022
<b>Shopping Centre:</b>	Colonnades Shopping Centre	<b>Shopping Centre Address</b>	54 Beach Road Noarlunga Centre SA 5168
<b>Proof of entry:</b>	Photo posted on Colonnades Shopping Centre Play Snap & Win competition Facebook post.	<b>State/Territory</b>	South Australia
<b>Winner Contact Period:</b>	1 month from date of determination of Winner		

#### Privacy Notice

Vicinity Centres PM Pty Ltd (ACN 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

1. To enter the Promotion, Entrants (as defined below) must, during the Promotion Period:

##### Play, Snap & WIN!

- a. Take a photo in the Colonnades Shopping Centre SHADOW PLAY Lighting Activation located near Coles (**Photo**) and ensure that they obtain consent from any individual captured in the Photo; and
- b. Post the Photo to the pinned competition post on the Colonnades Shopping Centre Facebook Page at <https://www.facebook.com/colonnadesshopping/>

##### (Entry)

2. The Promotion is open to all residents of the State (eligible “**Entrants**”) 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.
3. By completing the Entry method, the Entrant will receive one (1) entry.
4. Entrants may enter multiple times, subject to the following:
  - a. Each entry submitted by an Entrant must be substantially unique
5. The Entrant is eligible to win a maximum of one (1) prize.
6. Entrants must be 13 years or older to enter the Promotion. 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.
7. 1 winner will be selected weekly during the promotion (4 winners in total). Weekly Draws: 11/1/2022, 18/1/2022, 25/1/2022 and 1/2/2022 at the Centre Management Office at the Shopping Centre in accordance with 17 below.
8. All reasonable attempts will be made to contact each winner.
9. By entering the Promotion, each Entrant:
  - a. gives the Shopping Centre and the Promoter authority to publicly announce and publish their name; 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 Photo, 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.

#### **General**

10. 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.
11. All 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 Winner/s are eligible to win the Prize/s as specified by the Promoter. All available Prizes are collectively valued at the Prize Pool Total Value.
13. The Promoter reserves the right to disqualify Entries and Entrants in the event of non-compliance with these terms and conditions or where the Promoter has reason to believe that the Entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into. 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. The Promoter accepts no responsibility or liability for any delay or failure by the Prize Supplier to deliver the prize, any delay or failure relating to the prize itself or failure by the Prize Supplier to meet any of its obligations in these terms and conditions or otherwise.

15. The Promotion is a game of skill and the winner(s) will be selected from the pool of eligible Entries based on, among other things, the most interesting, original and creative photos at ShadowPlay at Colonnades Shopping Centre as determined by the Promoter or the Shopping Centre in their absolute discretion (**Winner(s)**). Chance plays no part in determining the winners. Prize/s will be awarded in descending order of value. The Promoter may select additional reserve Entries and record them in order, in case a Winner is deemed invalid or a Prize is unclaimed.
16. Winning Entries 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. All material submitted on entry (e.g. Photos, photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all Entrants license and grant the Promoter and Shopping Centre, their affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all Entries they submit on entry. The Promoter will not be liable for any Entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter and will have no liability to Entrants if it exercises this right and Entrants must comply with any request made by the Promoter pursuant to this paragraph. The Entrant warrants and represents that any material sent or provided by the Entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the Entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter and Shopping Centre for any breach of the terms and conditions including this clause.
18. 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.
19. 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.
20. The Winner/s will be notified via the social media platform on which they entered within 2 days of determination. The Winner/s must respond as directed during the Winner Contact Period to claim their Prize. Centre Management for the Shopping Centre will arrange a time with the Winner/s to collect their Prize.
21. 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, the Winner will no longer be entitled to a Prize and the Promoter may award the Prize to a Reserve Entrant and/or select a replacement winner (**Replacement Winner**). The Replacement Winner is then the Winner of the Prize for the purposes of these terms and conditions.
22. If a Prize is unavailable for whatever reason, the Promoter reserves the right to substitute a prize of equal or greater value.
23. Proof of identity will be required to claim a Prize. If there is a dispute as to the identity of an Entrant or Winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or Winner.

24. 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.
25. The Entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.
26. Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
27. 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).
28. All internet, mobile phone and/or SMS charges in relation to the Promotion are the sole responsibility of the Entrant.
29. 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 suspend, modify, cancel, recommence or terminate the Promotion as appropriate.
30. 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**).
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. Where Entry is permitted via Facebook and/or Instagram, Entry and continued participation in the Promotion is dependent on the Entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>) and/or Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php) and the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook and Instagram. The Entrant releases Facebook and Instagram and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and 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.