

## Mandurah E Games Food Competition Terms & Conditions ("Conditions of Entry")

Schedule	
<b>Promotion:</b>	Mandurah E Games Food Competition
<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>Shopping Centre:</b>	Mandurah Forum, 330 Pinjarra Rd, Mandurah WA 6210
<b>Promotional Period:</b>	<b>Start date:</b> 28/09/21 at 10:00 am AWST <b>End date:</b> 10/10/21 at 4:00 pm AWST, while stocks of prizes last
<b>Eligible entrants:</b>	Entry is only open to WA residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.
<b>How to Enter:</b>	To enter the Promotion, the entrant must attend the Mandurah E Games at Mandurah Forum (taking place from 10am – 4pm each day of the Promotional Period) and play in one of the gaming arenas.  Individuals who exhibit enthusiasm and good sportsmanship while taking part in the Mandurah E Games will be eligible for a prize.
<b>Prize claims permitted:</b>	Only one prize will be awarded per person per day.

Prize Description	Number of this prize	Conditions
The prize is a \$5 Mandurah Forum voucher, redeemable at any food outlet in the two dining precincts at Mandurah Forum.	1405	Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period").
- Valid and eligible entries will be accepted during the Promotional Period.
- Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Shopping Centre, the Promoter, their tenants, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian.
- If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- If a prize is unavailable the Promoter reserves the right to substitute the prize to a prize of equal or greater value and specification.
- No entry fee is charged by the Promoter to enter the Promotion.

10. 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.
11. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
12. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
13. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
14. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered.
15. The Promoter reserves the right to disqualify entrants in the event of non-compliance with these Conditions of Entry 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 or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter's decision will be final.
16. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
17. 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.
18. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.