## TERMS AND CONDITIONS FOR EASTERN CREEK QUARTER

## "Australian Animal Colouring Competition"

### **ELIGIBILTY**

- 1. Subject to condition 2, this Promotion is only open to Australian residents.
- 2. The following are ineligible: (i) employees of Eastern Creek Quarter or any of the tenants or retailers or their staff at Eastern Creek Quarter or any of Eastern Creek Quarter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who Eastern Creek Quarter has previously notified is not permitted to enter Eastern Creek Quarter's promotions.

#### PROMOTION PERIOD

3. This Promotion commences at 9.00am Australian Eastern Daylight Time ("AEST") on 30 August 2021 and ends at 9.00pm (AEST) on 1 October 2021, ("Promotion Period").

### **HOW TO ENTER**

4. To be eligible to participate in this Promotion and enter the competition, eligible individuals must, during the Promotion Period, undertake the following steps: (a) Download the colouring competition sheets emailed via Eastern Creek Quarter Mail subscription (c) Email the completed colouring in sheet to <a href="marketing@easterncreekquarter.shopping">marketing@easterncreekquarter.shopping</a> (d) If signing up as a new database member to receive the colouring in competition via social media or the Eastern Creek Quarter website the above steps must be adhered to, upon receiving the email from Eastern Creek Quarter.

## **GENERAL**

- 5. If the Winner is under the age or 18 years, they must have consent from their parent or legal guardian (which Eastern Creek Quarter may request in writing).
- 6. Each individual is permitted to enter more than once, during the promotional period.
- 7. Eastern Creek Quarter reserves the right, at any time, to verify the validity of entries (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by Eastern Creek Quarter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 8. If there is a dispute as to the identity of a claimant, Eastern Creek Quarter reserves the right, in its sole discretion, to determine the identity of the claimant.
- 9. Total value of prizes to be provided under this Promotion is 3 x family day passes, including 2 adults and up to 4 children to Featherdale Wildlife Park (Valid for 12 months). A total prize pool of \$315. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Prizes have been bought and supplied by Eastern Creek Quarter. Once prize has been claimed there is no return nor refund on the prize. There is no warranty with the prize and Eastern Creek Quarter takes no liability for any faults or damages to the prize. Any additional charges or fees are directly payable to the supplier.
- 10. The Judging will be conducted by the Eastern Creek Quarter Marketing Team. The judges decision in relation to any aspect of this promotion is final and binding on each person who enters this

promotion. This is a game of skill and chance plays no part in determining the winners. The Judging will take place at Eastern Creek Quarter on Tuesday 5 October at 10am. The winner will be notified via email and or phone. If no contact is made by October 15 at 5pm the prize will be redrawn on October 16, 2021.

- 11. The Eligible Entrant with the most creative colouring in, as determined by the judges in their sole discretion, will win a Prize (Winner).
- 12. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Eastern Creek Quarter, including but not limited to technical difficulties, unauthorised intervention or fraud, Eastern Creek Quarter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 13. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Trade Practices Act, ASIC Act, or the Competition and Consumer Act including the guarantees under the Australian Consumer Law or similar laws in the State and Territories of Australia ("Non Excludable Guarantees").
- 14. Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, Eastern Creek Quarter and (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under Eastern Creek Quarter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or correspondence that is late, lost, altered, damaged or misdirected (whether received by Eastern Creek Quarter or not) due to any reason beyond the reasonable control of Eastern Creek Quarter; (d) any variation in the offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of an offer .

# **PRIVACY**

15. In order to conduct this Promotion, Eastern Creek Quarter collects personal information about each entrant by the claimant signing up to the Eastern Creek Rewards Email Database. Upon the claimant's request, all information provided will be removed from our active database. To request details to be removed, please request by email to marketing@easterncreekquarter.shopping or by calling the Marketing Manager on (02) 9767 2840. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view our Privacy Policy, please visit <a href="https://www.frasersproperty.com.au/privacy">https://www.frasersproperty.com.au/privacy</a>. All claims remain the property of Eastern Creek Quarter.