

GUESS TO WIN – 45TH BIRTHDAY COMPETITION

Terms and Conditions

Introduction

- 1) Information on how to enter the promotion forms part of these terms and conditions of entry. Participation in this promotion constitutes acceptance of these conditions of entry.
- 2) This promotion is being run at Brimbank Shopping Centre, Deer Park (the 'Centre').
- 3) This promotion is being run by Brimbank Shopping Centre Management Office (the 'Promoter').
- 4) By submitting an entry into this promotion, entrants warrant that they have read, understand and agree to be bound by these terms and conditions. If the entrant is under the age of 18 years, each entrant's consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation. Entry into this Promotion is deemed acceptance of these terms and conditions.
- 5) A copy of these terms and conditions can be obtained from the Centre Management Office.

Duration

- 6) The promotion commences at 9am on Saturday, 30 November 29, 2024 and ends 5pm on Sunday 8 December 2024.

Eligibility

- 7) The promotion is only open to residents of Australia.
- 8) Employees and immediate families of Brimbank Shopping Centre, the associated companies and contractors of the Centre, retailers at the Centre and any other agencies associated with this competition are ineligible to enter.
- 9) If the entrant is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.

Method of Entry

To enter, entrants must:

- 10) Visit Brimbank Shopping Centre
- 11) Go to the B structure located in the Fresh Food Mall
- 12) Guess how many balloons there are in the structure via the iPad
- 13) One entry per person.
- 14) Winner will be selected based on guessing the correct number of balloons in the structure. If there are no exact guesses, the closest number guess will win. If there are multiple guesses that are same exact or close guess. Whoever entered the number first will win.
- 15) An entry that is incomplete, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. The Centre reserves the right to verify the validity of entries or claims for the Prize and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry of claim for a prize which is not in accordance with these terms and conditions.

Prizes

- 16) The value of the treatment prize is 1 x \$500 Brimbank Shopping Centre gift card.
- 17) The prizes are not transferable, redeemable or exchangeable for cash.
- 18) The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 19) If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value.

Notification

- 20) All prize winners will be notified by phone and/or email.
- 21) The Promoter will publish the results of the Promotion on the Centre's digital channels..

Prize Collection

- 22) Prizes must be collected within 3 months from the date of the draw. Failure to collect the prizes within this time will result in them being forfeited. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim a prize.
- 23) Winners must retain their stamped receipt/s to confirm the amount spent. If a receipt is not produced at time of notification, the winner will not be eligible to claim the prize and a re-draw will occur.

Publicity materials

- 24) By entering into this Promotion, entrants accept that their name will be made public. A picture, along with the winner's name, may be requested for publication in local and regional newspapers as part of the promotion.

Release and indemnity

- 25) The Promoter accepts no responsibility for the prize once they have been collected by the winner.
- 26) The Promoter accepts no responsibility for lost, late or illegible receipts.
- 27) The Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this promotion or as a result of taking or using any prize, except for any liability which cannot be excluded by law.

Termination of Promotion

- 28) The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person, subject to applicable laws.

Decisions final

- 29) The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 30) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- 31) The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.

Privacy Statement:

By entering the promotion, unless otherwise stated by the entrant, each entrant consents to the information they submit being entered into a database and the Promoter may use this information in any media for future marketing and publicity purposes, including for the purposes of announcing the winning entrant without any future reference or payment or other compensation to the entrant. All personal details of the entrant will be stored at the offices of the Promoter. A request to access, update or correct any information should be directed to that office.