

## **Terms and Conditions**

### **“SPENCER OUTLET CENTRE SPRING 2016” COMPETITION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “SOC Spring in the City 2016” Promotion (“Promotion”) is deemed acceptance of these Terms and Conditions.

#### **ELIGIBILITY**

2. Subject to condition 3, this Promotion is open to entrants nationally. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.

3. The following are ineligible: (i) employees of the Promoter or any of the Promoter’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 the Promoter has previously notified is not permitted to enter the Promoter’s promotions and (iv) centre employees.

#### **PROMOTION PERIOD**

4. This Promotion commences at 10.00am Australian Eastern Daylight Standard Time (“AEST”) on 5/10/16 and ends at 5.00pm Australian Eastern Standard Time (“AEST”) on 31/10/2016 (“Promotion Period”).

#### **HOW TO ENTER**

5. To enter this Promotion, eligible individuals must complete the following:

The competition entry form on the Spencer Outlet Centre website. The entrant must nominate their favourite fashion inspired outfit as part of the Spencer Outlet Centre ‘Spring in the City’ Spring installation.

#### **LIMITS ON ENTRY**

6. You can only enter once into the draw. There will be 1 individual winner, who will be selected by a judging panel at Spencer Outlet Centre or their advertising agency.

#### **WINNER NOTIFICATION**

7. The winner will be selected on 4/11/16. Winners will be notified by email or phone by 7/11/16. If the winner does not respond within 30 days of being notified/contacted they will forfeit the prize.

#### **PRIZES**

8. Entrants who enter are eligible to win 1 x \$1000 Visa Debit card to be spent at Spencer Outlet Centre. The prize is not able to be redeemed for cash.

9. Incomplete, indecipherable or illegible entries will be deemed invalid.

10. 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.

11. If the prize is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

12. Prizes, or any unused portion of a prize, are not transferable or exchangeable, unless otherwise specified.

13. Entrants consent to the Promoter using the entrant's name, likeness, and all uploaded images

regardless of if they are a winner or not in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Entries submitted may be used on social media platforms including but not limited to Facebook, Twitter, Pinterest, Instagram and the Spencer Outlet Centre website.

14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

15. 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

16. The Promoter's decision is final and no correspondence will be entered into.

17. Any cost associated with accessing the promotional website, whether via a standard computer or mobile device is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

19. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australia's regulatory authorities. The Promoter may use the entrant's personal details for any marketing, promotional or publicity purposes that are related to this competition. All entries are deemed as acceptance to Spencer Outlet Centre's VIP database.

20. By accessing this competition, entrants agree to letting the promoter using their full name on the competition application itself, social media networks, website and anywhere else deemed appropriate by the promoter.

21. The Promoter is Retpro Group, on behalf of the shopping centre named Spencer Outlet Centre, 201 Spencer Street Docklands, VIC 3008 . ("The Promoter")