

**Woodgrove Shopping Centre (Centre)**  
**April School Holidays – Meet the Senses Promotion**  
**Terms and Conditions**

**Participation in the Promotion**

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must be an Eligible Person who submits an Eligible Entry during the Promotion Period.
3. Eligible Persons may enter the Promotion once only during the Promotion Period.
4. To enter the Promotion, the Eligible Person must during the Promotion Period:
  - (a) collect an entry form from the School Holiday Activation point during core trading hours in the Centre (Meet the Sense from 11:00am to 2:00pm between 8 April 2019 to 14 April 2019 located outside Big W and Kids in the Kitchen located outside of Coles from 11:00am to 2:00pm between 15 April 2019 to 18 April 2019) and complete form by:
    - i. completing either all 5 x interactive pods for our “Meet the Senses” school holidays activity; or
    - ii. completing a “Kids in the Kitchen” workshop from the Centre’s School Holiday activities to go into the draw to win a prize (“**Eligible Entry Form**”); and
  - (b) depositing completed Eligible Entry Form at the School Holiday Activation points; and
  - (c) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.

**The Promotion**

5. The Promotion will be conducted at the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period.

**Eligibility**

6. The Promotion is only open to Eligible Persons.
7. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant’s identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

**The Gift**

8. There will be five (5) Gifts and five (5) recipients of the Gift (**Gift Recipients**).
9. If a Gift Recipient is under the age of 18 years, the parent or guardian of the Gift Recipient who gave permission for entry into the Promotion will be deemed to be a Gift Recipient for the purposes of the Promotion.

10. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.
11. The first five (5) Eligible Entries drawn at random will receive a Gift.
12. The draws will take place at 2.00pm on 25 April 2019 at the Centre Management Office.
13. The Promoter will use reasonable efforts to notify the Gift Recipient by telephone and/or email to arrange delivery or collection of the Gift.
14. If despite reasonable efforts the Promoter is unable to locate or contact a Gift Recipient within one (1) week after the winner is decided, another Gift Winner will be drawn at 2:00pm on 2 May 2019 at the Centre Management Office. Any subsequent winner will be notified in accordance with these Terms and Conditions.
15. The Promoter may, but is not obliged to, publish the results of the Promotion. By participating in the Promotion, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Gift. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on the Centre’s Website and Facebook page.
16. A Participant claiming to be a Gift Recipient will be required to provide proof of identity.
17. The Gifts are subject to the conditions relating to the use of the Gift (including validity period) which can be obtain directly from the Gift provider or viewed at the Centre Management Office, Customer Service Desk and [www.woodgrove.com.au](http://www.woodgrove.com.au). Where the use of the Gift is subject to the terms and conditions of a Gift provider other than the Centre, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

**Other General Terms**

18. All Promotion entries are the property of the Promoter.
19. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
  - (d) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
  - (e) any personal injury suffered or sustained, during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
20. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Promotion or the use of the Gift by the Participant.
21. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and

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subject to any written directions from a regulatory authority (if any) to:

- (a) disqualify any Participant; and/or
- (b) modify, suspend, terminate or cancel the Promotion as appropriate.

**Privacy**

- 22. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the Promotion, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's full name, telephone number and email address.
- 23. The Promoter will collect, use and disclose the personal information which the Participant has provided for the following purposes:
  - (a) carrying out the Promotion (including as described in clause 16 in particular and in general for notification and promotion of Gifts); and
  - (b) adding the Participant's details to the Centre's database.
- 24. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
- 25. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter on **(03) 9971 0700**.
- 26. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on **(03) 9971 0700** to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
- 27. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at [www.woodgrove.com.au](http://www.woodgrove.com.au).
- 28. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on **(03) 9971 0700** and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

**Definitions**

“**Centre**” means Woodgrove Shopping Centre located at 533-555 High Street, Melton Vic 3337.

“**Eligible Entry**” means an entry which complies with the requirements of clause 4.

“**Eligible Person**” means an individual who:

- (a) is a resident of Victoria;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Promotion;
- (c) is not a Non Eligible Person; and
- (d) submits an Eligible Entry.

“**Gift**” means one (1) \$50.00 Bakers Delight Voucher or one (1) Kai White MoodMist Diffuser & Oil from Dusk valued at \$99.99 or one (1) Lego Game and one (1) PJ Mask Scooter from Big W valued at \$64.00 or one (1) \$50.00 Ozmosis Voucher or one (1) \$100 Woodgrove Gift Card or any substitute Gift of a similar replacement type and value as determined by the Promoter.

“**Non-Eligible Person**” means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

“**Participant**” means any person who participates in the Promotion.

“**Promoter**” means the owner of the Centre, Pacific Echo Pty Limited ACN 074 053 446 atf Melton Property Trust, Level 5, Central Plaza II, 66 Eagle Street, Brisbane Qld 4000.

“**Promoter Entities**” means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.

“**Promotion**” means the opportunity to receive a Gift in accordance with these Terms and Conditions.

“**Promotion Period**” means the period from 11:00am to 2:00pm on 8 April 2019 to 18 April 2019.