

# TERMS AND CONDITIONS

## Spend and Win - COMPETITION

### 1. Competition and Promoter

- 1.1 By entering the Spend and Win Competition (“**the Competition**”) and in consideration for the opportunity to participate in the Competition, each entrant agrees to be bound by and observe these Conditions of Entry. Information on how to enter and prize details form part of these Conditions of Entry.
- 1.2 The promoter of the Competition is Bunbury Forum Shopping Centre (ABN 39 019 336 793) (“**the Promoter**”). The Promoter is the provider of all prizes on offer.
- 1.3 The Competition is a game of chance. The prize winner will be decided through a random draw.

### 2. Who may enter

- 2.1 Subject to this clause 2, entry into the Competition is open to all consumers who adhere to these terms and conditions.
- 2.2 The officers, management and employees (and immediate family members of officers, management and employees) of the Promoters and their related corporations and associated agencies, including third party prize suppliers, are not eligible to enter the Competition.

### 3. Competition Period

- 3.1 Entries for the Competition open at 9am AWST on Thursday 2/12/21 and close at 11:59pm AWST on Friday 24/12/21 (“**the Competition Period**”).
- 3.2 Entries not received during the Competition Period or not completed in accordance with these Conditions of Entry will not be eligible to win.

### 4. How to Enter

- 4.1 To participate, entrants must complete their entry as follows (an **Entry**):
  - (i) Spend \$10 or more at any participating store at Bunbury Forum Shopping Centre
  - (ii) Visit the Competition website at [www.nestbf.com](http://www.nestbf.com) (**Website**) and complete all the required registration fields.
  - (iii) Once entered, your receipt will be verified. We may contact you to verify your receipt.
  - (iv) Any Entry that has been submitted using a name that is not as it appears on their drivers' license or other form of acceptable ID, or is deemed at the sole discretion of the Promoter to be a nickname that is comical or offensive in nature, or not suitable for public display, forfeits their eligibility to win the Major Prize.
  - (v) Daily prize winners will be drawn at random.
  - (vi) The winner of the competition (“**the Winner**”) will be drawn at random within 7 days of the completion of the Competition Period. The random draw will be performed by [randomdraws.com.au](http://randomdraws.com.au)
- 4.2 Participating retailers include: A-Phones, Angus & Coote, Bakers Delight, Bang On Brows, Birdcage, Boost Juice, Bras N Things, Bunbury Forum Pharmacy (excluding purchases of medications), Connor, Dome, Dusk, EB Games, Essential Beauty, Flight Centre, Go Vita, Key Location, Living Emporium, McDonalds, Mobile Tech Bunbury, Michael Hill Jeweller, Nail Art Designs, Newsxpress, OPSM, Optus (Accessories only, excluding plans and credit), Prouds Jewellers, Red Dot, Rockmans, Salon Express, Shaver Shop, Silk Laser Clinic, Smokemart (excluding purchases of tobacco products), Specs Plus, Sportsgirl, Strandbags, Sunglass Hut, Suzanne Grae, Tarocash, Telstra (Accessories only, excluding plans and credit), Thingz, The Athlete's Foot, The Body Shop, Wakey Wakey Café.

## 5. Prizes and notification

Prize	Value	Quantity	Winning Method
Major Prize: \$5,000 of Woolorths Grocery Gift Cards	\$5,000	1	Drawn at random at the conclusion of the competition
Daily Prizes/Minor Prizes: \$20 Big W Voucher	\$1,600	80	Drawn at random, daily, throughout the competition.
<b>Total Prize Pool</b>	<b>\$6,600</b>		

- 5.1 The Winner will win the Major Prize. The Major Prize consists of 10 x \$500 Woolworths Grocery Giftcards.
- 5.2 All entrants who have registered to play will each win a Minor Prize. The Minor Prize consists of \$20 Big W Gift Voucher.
- 5.3 The prize winners will be announced no later than 7 Days of the conclusion of the Competition Period and notified by email.
- 5.4 The Promoter accepts no responsibility for any variation in the value of a prize. The prize is not transferable or exchangeable and must be taken as offered. If for any reason the prize winner does not take an element of the prize during the stated period and on the conditions stipulated by the Promoters or any third party, that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize.
- 5.5 In the event that any element of the prize is not available, the Promoter reserves the right to substitute a prize of equal or greater value.
- 5.6 The prize winner is responsible for all expenses not specified in these Conditions of Entry.
- 5.7 The prize winner acknowledges that the prize is subject to additional terms and conditions imposed by third party prize suppliers. The prize winner must become acquainted with any such additional terms and conditions prior to taking the prize. The Promoter does not accept responsibility and is not liable for any conditions imposed on the taking of the prize by any other third party prize supplier, or the breach of those conditions by any person.

## 6. Unclaimed prizes

- 6.1 All prizes remain the property of the Promoter until they are collected by the selected prize winner(s).
- 6.2 All unclaimed prizes remain the property of the Promoter.

## 7. Information for Prize Winners

All entrants agree that, if selected as a prize winner, the prize winner may be required to provide the Promoter with identification and/or proof of age. The form of identification and/or proof of age are at the discretion of the Promoter.

## 8. Limitation of Liability

- 8.1 Except for any liability that cannot by law be excluded (including as set out under paragraph 8.3), the Promoters, their related corporations and associated agencies (and any of their personnel) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any entrant (including the prize winner) in connection with the Competition or a prize, including, without limitation: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of the Promoter, its related corporations and associated agencies (and any of their personnel); and (iii) any liability for personal injury or death.
- 8.2 No responsibility will be taken by the Promoters or their authorised agents for lost, ineligible, misdirected or late entries due to technical reasons or any other reason. Entries that are not genuine or are incomplete, late or in any way fraudulent will be declared void.

## 9 Privacy

- (a) By entering the Competition, the entrant understands and agrees that the Promoter may use and disclose the entrant's personal information to assist in conducting the Competition and communicating with the entrant in regard to special offers from the Promoters, third party prize suppliers (where applicable) and their related entities. Entrants in the Competition acknowledge that the Promoter may share an entrant's personal information with the Promoters' Australian and foreign related entities which may contact the entrant with marketing messages and special offers. Without limiting the foregoing, the Promoter may disclose the prize winner's personal information to third parties for the purpose of fulfilling the prize. If an entrant elects to receive information from other third parties, the Promoters may also disclose the entrant's personal information for that purpose.
- (b) The Promoters are bound by Australian privacy laws. Entrants may find out more information about how the Promoter collects, uses and discloses personal information by reading the Promoter's Privacy Policy, which is available at <https://www.bunburyforum.com.au/privacy-statement>. Entrants may access the personal information the Promoter holds about them by writing to the Promoter at the address set out in the Privacy Policy. If the Promoter limits or denies an entrant access to their personal information in certain circumstances, the Promoter will tell the entrant why access was limited or denied.

## 10 General

- 10.1 All Entries must be original and created solely by the entrant. All Entries and all copyright and other rights in such entries and/or other materials (including but not limited to, photographs and videos taken by the prize winner in entering the Competition) become the property of the Promoter and will not be returned. Each entrant agrees to provide a written assignment of all rights to the Promoter if requested. By submitting an Entry and any other materials (save for any personal information) to the Promoters in connection with the Competition, each entrant:
- (a) specifically authorises the Promoter to use and/or license third parties to use such Entry in whole or in part, throughout the universe, in perpetuity in or on any and all media, whether currently in existence or developed in the future, and alone or together or as part of other information, content and/or material of any kind or nature;
  - (b) represents and warrants that all elements contained in the Entry or other material:
    - (i) are original to the entrant and fully cleared for use as contemplated in these Conditions of Entry;
    - (ii) do not and will not, in any way, violate or breach any of the terms of any other agreement the entrant may be a party to;
    - (iii) do not contain defamatory, tortious or otherwise unlawful, untrue or inaccurate information, infringe or violate any copyright or other right; or contain any matter the publication or sale of which will violate any law;
    - (iv) are not obscene or likely to cause offence;
    - (v) are not in any way cruel or abusive; and
    - (vi) will not require the Promoter to pay or incur any sums to any person or entity as a result of the Promoters' use or exploitation of the same; and
  - (c) unconditionally and irrevocably consents to any act or omission which would otherwise infringe any of their moral rights in the entry and waives all moral rights in the entry that arise outside of Australia.
- 10.2 Acceptance of the prize constitutes consent on the prize winner's part to allow the use of the prize winner's name, image, voice and/or likeness by the Promoter for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law.
- 10.3 No correspondence will be entered into and the judges' decision is final and binding.

- 10.4 If, for any reason, the Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures or any other causes beyond the control of the Promoters, which corrupt or affect the fairness or integrity or proper conduct of the Competition, the Promoters reserve the right in their sole discretion to disqualify any individual who tampers with the entry process and to cancel, modify, terminate or suspend the Competition.
- 10.5 The prize winner is advised that tax implications may arise from the prize and should seek independent financial and taxation advice prior to their acceptance of the prize. The prize winner is responsible for all taxes which may be payable as consequence of receiving a prize.
- 10.7 The Competition is governed by the laws of Western Australia. All entrants submit to the non-exclusive jurisdiction of the courts of Perth, Western Australia.

## **11 Contact details**

- 11.1 It is the entrant's responsibility to inform the Promoter of any change to the entrant's contact details, including their email address.