

Terms and Conditions

Start/End Date &	Week 1: Wed 21/7/21 to Sat 24/7/21 – 10am to 2pm daily
Time.	Week 2: Wed 28/7/21 to Sat 31/7/21 – 10am to 2pm daily
	Week 3: Wed 4/8/21 to Sat 7/8/21 – 10am to 2pm daily
Promoter:	Bunbury Forum Shopping Centre, ABN 39 019 336 793, Sandridge Road,
	Bunbury WA 6230.

The promotion commences weekly at 10:00am AWST, on the above mentioned dates. (Promotion Period).

- 1. The Promotion is promoted by Bunbury Forum Shopping Centre, ABN 39 019 336 793, Sandridge Road, Bunbury WA 6230.
- 2. All entrants will be subject to, and will need to adhere to the terms and conditions as set out by the Promoter and any future terms and conditions or alterations to these terms and conditions.

How to Participate

To participate in the Promotion, entrants must, during the Promotional Period:

- 1. Make a purchase of \$50 or more at any participating retailer at Bunbury Forum Shopping Centre.
- 2. Visit one of the Customer Service desk, located in front of Dome Café, between 10:00am and 2:00pm from Wednesday to Saturday weekly.
- 3. Present your receipt and collect your free gift.
- 4. 1 gift per person per day.
- 5. Strictly while stocks last. 600 gifts available per week. 150 per day.
- 6. Multiple purchases to meet the minimum spend are allowed.

Details of Gifts:

Week 1 – 21 July 2021 to 25 July 2021:

600 x Reusable metal straws in case, valued at \$4.28ea

Week 2 – 28 July 2021 to 31 July 2021:

600 x Reusable vegetable bags, valued at \$4.50ea

Week 3 – 4 August 2021 to 7 August 2021:

600 x Plastic Free bamboo pegs, valued at \$4.50ea

Total Gift Pool: \$7,968



General Terms and Conditions

- 1. All gifts will be distributed on a 'first come, first serve' basis. Strictly while stocks last. 600 units available each week.
- 2. One (1) gift per person, per day.
- 3. Multiple purchases to meet the mimum spend is allowed. Ie. \$20 purchase + \$30 purchase allows 1 gift.
- 4. All entrants must retain their receipt of purchase to be deemed eligible.
- 5. Gifts must be claimed from Bunbury Forum Shopping Centre customer service desk during operating hours as below:
 - a. Week 1: Wed 21/7 to Sat 24/7 between 10:00am AWST and 2:00pm AWST daily.
 - b. Week 2: Wed 28/7 to Sat 31/7 between 10:00am AWST and 2:00pm AWST daily.
 - c. Week 2: Wed 4/8 to Sat 7/8 between 10:00am AWST and 2:00pm AWST daily.
- 6. Entries received after the Promotion Period may not be able to reiceve a gift.
- 7. Non participating retailers are McDonalds, KFC, Woolworths Petrol, Bankwest, BWS. Purchases from these retailers are ineligible to enter the competition.
- 8. Purchases from partial lay-bys, gift voucher/card purchases, postal services, prescription purchases, interest free purchase payments, eftpos and ATM receipts, purchase of tobacco, alcohol, fuel, Lotto or TAB, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates, doctors and phone bills) are ineligible to receive a gift.
- 9. The Promotion is open to all residents of WA except management and employees of Bunbury Forum Shopping Centre and their immediate families; staff of sponsors of the Promotion; tenants in Bunbury Forum Shopping Centre and their immediate families; the staff of tenants in Bunbury Forum Shopping Centre and their immediate families; and the proprietors and staff of companies involved in the production, publishing and administration of this Promotion. Immediate families mean parents, siblings, spouse and children. Tenant means lessees, licensees and, in the case of a corporation, includes their directors.
- 10. The Promoter reserves the right, at any time and in their sole discretion, 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, who tampers with the entry process, or engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 11. The gifts are not transferable, refundable, exchangeable or redeemable for cash or kind and must be taken as offered and are subject to terms and conditions.
- 12. If the gift is unavailable for whatever reason, the Promoter reserves the right to substitute the gift for a gift of equal or greater value, subject to statutory requirements.



13. Entrants can only enter in their own name. The Promoter reserves the right to request the Winner to produce appropriate photo identification or other documentation (to the Promoter's satisfaction at their sole discretion) when collecting the gift, in order to confirm a Winner's identity, age, residential or email address, eligibility to enter and claim a gift and any information submitted by the Winner in entering the Promotion, before issuing a gift. If the documentation required by the Promoter is not received by the Promoter (or their nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, that Winner's entry will become invalid.

- 14. It is a condition of entry that persons be 18 years at the time of entering the competition.
- 15. The Winners acknowledge and agree that the Promoter may publish or cause to be published the Winner's names and locality in any media as required under the relevant lottery legislation.
- 16. If a Winner accepts the applicable gift, the Winner agrees to participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoters and their agents, and the Promoters reserve the right to use the Winner's name and photograph for marketing and publicity purposes in any media for an unlimited period of time without remuneration or compensation.
- 17. By entering the Promotion, each entrant consents to the disclosure of personal information they have submitted in entering the Promotion or in connection with claiming a gift to Bunbury Forum Shopping Centre. Any personal information disclosed to can be added to and used for databases and future mail outs or emails of a promotional nature only.
- 18. All entries and any copyright subsisting in the entries become and remain the property of the Promoters.
- 19. By participating in the Promotion, each entrant acknowledges and agrees that
 - a. The Promoters collect personal information about entrants for the purposes of:
 - i. Including entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Promotion
- 20. Entrants can gain access to, update or correct any personal information by contacting the Promoter. All personal information will be stored at the offices of the Promoters. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoters or by visiting http://www.bunburyforum.com.au/ The privacy statement may be updated from time to time. Entrants can request to be unsubscribed or removed from any database at any time by contacting the Promoters.
- 21. The Promoter (including related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with a Prize.
- 22. The Promoter accepts no responsibility for any tax implications that may arise from the gift.
- 23. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoters.
- 24. If all or any part of any term or condition contained in these terms and conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these terms and conditions and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision appearing had not been inserted herein.
- 25. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to the approval of the relevant regulatory authorities where required.
- 26. The warranty on the goods and services obtained as a result of this Promotion remains the sole responsibility of the manufacturer/supplier of the gift.
- 27. This Promotion is not valid in conjunction with any other offer.



28. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims.

- 29. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to Entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
- 30. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.

Further Information

For further information regarding the terms and conditions, please contact Bunbury Forum Shopping Centre via email on <u>reception@bunburyforum.com.au</u>