

# COMPETITION TERMS & CONDITIONS

## CHRISTMAS RAFFLE 2023

### 1 Particulars

1.	<b>Type of Competition</b>	Raffle Draw
2.	<b>Name of Competition</b>	Christmas Raffle 2023
3.	<b>Shopping Centre</b>	Hurstville Central Shopping Centre 225H Forest Road, Hurstville NSW 2220
4.	<b>Permit Number</b>	No permit number required
5.	<b>State of Competition</b>	NSW
6.	<b>Promoter</b>	The Promoter is Cerno Hurstville Investors No.3 Pty Limited ATF Apollo Cerno Hurstville Property Trust ACN 626 332 018 located at PO Box 653 Hurstville NSW 1481
7.	<b>Shopping Centre Contact</b>	+61 (2) 8246 6599
8.	<b>Competition Period</b>	Starting: 1 December 2023 at 09:00 AM (AEDT) Ending: 24 <sup>th</sup> December 2023 at 04:00 PM (AEDT)
9.	<b>Draw Date &amp; Time</b>	Sunday 24 <sup>th</sup> December 2023 at 04:30 PM (AEDT)
10.	<b>Eligible Entrants</b>	Entry is restricted to Australian permanent residents, aged 18 years and over (as at the date of entry) acting on their own behalf
11.	<b>Competition Entry Method</b>	To enter the Competition Eligible Entrants must complete the steps below during the Competition Period: <ol style="list-style-type: none"><li>1. Spend a minimum of \$30 in one (1) transaction at any Retailer (excluding medical providers I-Med and Laverty) in Hurstville Central and obtain proof of purchase in form of a receipt. Receipts cannot be combined to total the minimum spend value. Same receipt cannot be used for multiple entries – only one valid receipt per entry.</li><li>2. Write the Eligible Participant's name and phone number on the back of the receipt</li><li>3. Place the receipt in the raffle barrel located outside Coles Supermarket as described in Item 15</li></ol>
12.	<b>Number of Entries Permitted During the Competition Period</b>	There is no limit on the number of entries an Eligible Entrant may enter into the Competition during the Competition Period
13.	<b>Entry Form or Information Form Required</b>	No
14.	<b>Purchase Receipt Required</b>	Yes
15.	<b>Receipt (competition entry) Collection Location</b>	In Hurstville Central Shopping Centre, in the raffle barrel in front of Coles Supermarket
16.	<b>Total value of Raffle Prize</b>	AUD \$500.00
17.	<b>Number of Raffle Prizes</b>	One
18.	<b>Number of Winners</b>	One
19.	<b>Prize Description</b>	The winner will receive AUD \$500 in cash
20.	<b>Prize Conditions</b>	All Eligible Entrants must follow the Competition Entry Method outlined under Item 12 above.  One (1) winner will be drawn from the raffle barrel on the Draw Date
21.	<b>Draw Location</b>	In Hurstville Central Shopping Centre in front of Coles Supermarket

<b>22.</b>	<b>Method of Drawing the Winner</b>	The Promoter will conduct a random manual draw of all entry receipts from the raffle barrel
<b>23.</b>	<b>Notification of being the Winner</b>	By telephone on Sunday 24 <sup>th</sup> December 2023 after the draw as described in Item 9
<b>24.</b>	<b>Prize Claiming Period</b>	The Winner must collect their prize within ten (10) days of being notified via telephone
<b>25.</b>	<b>Unclaimed Prize – Redraw for Another Prize Winner is Drawn</b>	Wednesday 3 January 2024 at 10:00 AM (AEDT) which constitutes ten (10) days after the Prize Claim Period has passed
<b>26.</b>	<b>Prize Collection</b>	The Winner must collect the prize from Centre Management Office at a date and time mutually agreed between the Promoter and the Winner.
<b>27.</b>	<b>Prize Restriction</b>	There are no prize restrictions
<b>28.</b>	<b>Personal Information Required from Eligible Entrants</b>	Full name and phone number on the back of the Participating Retailer's invoice where transaction was made
<b>29.</b>	<b>Publication Details</b>	The Winner of the prize will be published on the Centre's website and social media as described in Clause 9 under Terms and Conditions below
<b>30.</b>	<b>Personal Information Use by the Promoter</b>	The Promoter will use the winner's personal information to <ul style="list-style-type: none"> <li>• Contact the Winner</li> <li>• To publish the Winner on the Centre's website</li> </ul>
<b>31.</b>	<b>List of Participating Retailers</b>	All retailers at Hurstville Central are Participating Retailers, except for: <ol style="list-style-type: none"> <li>1. I-Med</li> <li>2. Lavery</li> <li>3. Hurstville Train Station</li> <li>4. Shared Tea</li> </ol>

## 2 Terms and Conditions

### 2.1 Participation in the Competition

1. By participating in the Competition the Eligible Entrant agrees to these Terms and Conditions.
2. The Competition is not open to:
  - a. Businesses or companies, or persons acting as agent on behalf of other persons;
  - b. Directors, management, tenants, contractors and employees of:
    - i. The Promoter
    - ii. Any person or entity involved in determining the winner; or
    - iii. Any other person, company, supplier or agency associated with the Competition or involved in the management of any benefiting business including of any prize provider;
  - c. A spouse, de facto spouse, partner, guardian, parent, child, sibling of any person referred to in sub-paragraph 2(b)
3. To participate in the Competition, the entrant must be an Eligible Entrant who submits an eligible entry during the Competition Period.
4. The Eligible Entrant may enter the Competition the number of times specified in Number of Entries Permitted during the Competition Period as per Item 12 above.
5. To participate in the Competition, the Eligible Entrant must during the Competition Period complete the Competition Entry Method specified during the Competition Period; and
6. The Promoter (in its sole discretion) has the right to add or to remove from the List of Participating Retailers at any time.

### 2.2 The Competition

7. The Competition will be conducted at the Hurstville Central Shopping Centre, located at 225H Forest Road, Hurstville NSW 2220. The Competition will end on expiration of the Competition Period.

8. The Promoter reserves the right to remove or disqualify an Eligible Entrant or their entry from the Competition if the Promoter, in its absolute discretion, deems that the entry is inappropriate or considers the Eligible Entrant's continued involvement in the Competition may negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition.
9. The Promoter's decisions in relation to all aspects of this Competition are final and binding on all who enter and no correspondence will be entered into.
10. It is a condition of participating in the Competition that Eligible Entrants agree to be interviewed, photographed or filmed by or on behalf of the Promoter and for their entry to be photographed, videoed and/or used for a story or feature on this Competition and to appear in print, digital or social media content (or any other form of media it deems suitable) on a royalty free basis for an unlimited period without remuneration or reference to the Eligible Entrant. Any story or feature will remain at the discretion of the Promoter at all times. Any story or feature does not create a relationship of employer and employee, principal and agent, partnership or joint venture or similar between the Eligible Entrant and the Promoter.

### 2.3 Eligibility

11. The Competition is open to Australian permanent residents, aged 18 years and over acting on their own behalf.
12. 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.
13. Incomplete, indecipherable or illegible entries will be deemed invalid.
14. If requested by the Promoter, a participant must provide the Promoter with evidence of eligibility.

### 2.4 Drawing of the Winner

15. The draw will take place on Sunday 24<sup>th</sup> December 2023 in the office of Centre Management, at Hurstville Central Shopping Centre, located at 225H Forest Road, Hurstville NW 2220. The Promoter will manually draw one (1) winner at random, with each entry having an equal chance of winning. The Promoter reserves the right to redraw in case of an invalid entry or invalid entrant. The Promoter's decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.
16. The Promoter will notify the winner by phone and the Winner's name will be published on the Hurstville Central website on 24<sup>th</sup> December 2023 following the raffle draw and remain published for 30 days following announcement of the Winner.
17. Any winner will only be deemed a winner once verified by the Promoter. The Winner will receive the 1 x \$500 cash prize.
18. If, despite reasonable efforts the Promoter is unable to contact the winner within ten (10) days after a winner is drawn, the Promoter will deem the winner to be no longer eligible to receive the Prize. In that event the Promoter will conduct a redraw at 10:00 AM AEDT on Wednesday 3 January 2024 at the same place as the first draw. If a winner does not claim the Prize by 11:59 PM on the day 10 after the redraw is conducted, this process will repeat until a winner claims the prize.
19. Once a final winner has been determined all receipts will be destroyed.

### 2.5 The Prize

20. The winner of the Competition will receive:

Prize	Value
Cash Money	\$500

21. Each Eligible Entry by an Eligible Entrant will be entered into the Competition. Eligible Entrants forfeit all rights to receiving the Prize or participating in the Competition if an Eligible Entrant does not comply with any of these Terms and Conditions.

## 2.6 Other General Terms

22. As between the Promoter and each individual Eligible Entrant, these Terms and Conditions are governed by the laws of the State or Territory in which the Eligible Entrant entered this Competition (being either QLD, NSW, VIC or ACT).
23. All Competition entries are the property of the Promoter.
24. Each Eligible Entrant:
  - a. Releases the Promoter (and each of its directors, employees, contractors and /or agents) from any action, suit, proceeding, claim, demand, damage, penalty, cost or expense and from any liability (as permitted by Law) however arising that the Eligible Entrant may have or may have had but for this condition arising from or in connection with each Eligible Entrant's participation in the Competition including any claim or liability which arises due to any act, omission or negligence of the Promoter (and each of its, directors, employees, contractors, and/or agents) or in respect of any injury, death, or loss or damage to person or property; and
  - b. Indemnifies the Promoter (and each of its directors, employees, contractors, and/or agents) in respect of any action, suit, proceeding, claim, demand, damage, penalty, cost or expense by any person and from any liability arising as a result of or in connection with the Eligible Entrant's participation in the Competition.
25. Failure by the Promoter to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.
26. The Promoter is not liable (to the extent permitted by law) to the Eligible Entrant for any loss or damage, any personal injury or death or negligence, whether direct, indirect, consequential, exemplary, incidental, special or punitive suffered, sustained or arising out of or in connection with the Eligible Entrant's participation in this Competition, the Prize, and/or use of the Prize notwithstanding that the Promoter may have been advised of the possibility of such loss or damages.

## 2.7 Privacy Statement

27. 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 an Eligible Entrant chooses to enter or take part in the Competition, the Eligible Entrant will be required to provide the Promoter with personal information about themselves such as the Eligible Entrant's full name and phone number.
28. The Promoter will collect, use and disclose the personal information which the Eligible Entrant has provided for the purpose of carrying out the Competition in particular and in general for publishing the Winner's name on the Hurstville Central website as outlined in Clause 16.
29. By entering the Competition, the Eligible Entrant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
30. If an Eligible Entrant would prefer that the Promoter does not use or disclose the Eligible Entrant's personal information in the way outlined in these Terms and Conditions, the Eligible Entrant should contact the Promoter.
31. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information the Promoter holds, about how an Eligible Entrant 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 the Centre's website ([www.hurstvillecentral.com.au](http://www.hurstvillecentral.com.au)).