



## TOORMINA GARDENS

### COLOURING IN COMPETITION

#### TERMS AND CONDITIONS

1. The Toormina Gardens 'Colouring In Competition' Promotion (**Promotion**) commences at 9:00am on Monday 11 April 2016 and concludes at 5:00pm on Friday 22 April 2016 (**Promotion Period**). The Promotion is promoted by Vicinity Custodian Pty Ltd ACN 077 870 243 in its capacity as trustee for VCX Property Management Trust ABN 21 969 875 489 (**Promoter**) of Toormina Gardens Shopping Centre, 5 Toormina Road, Toormina NSW 2452 (**Toormina Gardens**).
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.

#### PRIZE

3. The prize pool has a total value of \$145 and consists of five (5) x Spalding NBA Grip Control Basketball, valued at \$29 each.

#### HOW TO ENTER

4. To enter the 'Colouring In Competition' promotion a guardian will need to either download a colouring in form from [www.toorminagardens.com.au](http://www.toorminagardens.com.au) or collect a form from outside Kmart within the promotion period.
5. Entry is open to all Primary School aged children. Parent or Guardian consent must be given before each entry is lodged.
6. The entrant will need to colour in the form and complete the details on the back in full.
7. The form must then be entered into the barrel located outside Kmart within the promotion period.
8. Five (5) entry forms will be drawn at random from the entry barrel and winners drawn by chance.

#### THE DRAW

9. The draw will be conducted on Monday 25 April 2016 at 10.30am at the Centre Management Office at Toormina Gardens (**Draw**).
10. The Winner does not need to be present at the Draw and the Winners Guardian will be notified by telephone or email. If the Winner cannot be contacted within three months of the Draw, the Winner will no longer be entitled to the Prize and the Promoter may undertake a re-draw at a time and place determined by the Promoter. In such case, the

- first valid entry drawn in the re-draw will be entitled to the Prize (**Replacement Winner**).  
The Replacement Winner is then a Winner for the purposes of these terms and conditions.
11. The Winners Guardian will be contacted by telephone and e-mail (if provided).

#### **GENERAL CONDITIONS OF ENTRY:**

12. Customers may enter more than once, however each entry requires an original entry form.
13. No responsibility will be accepted for late, lost, incomplete or misdirected entries. Entries which contain incorrect contact details shall be deemed invalid. The Promoter reserves the right in its sole discretion to disqualify any entrant who the Promoter has reason to believe has breached any of these conditions, or engaged in 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 a person are reserved.
14. Any decision made by Centre Management at Toormina Gardens in respect of the Promotion is final and binding and no correspondence will be entered into.
15. If the Winner is under 18 years of age, the Prize will be awarded to the Winner's nominated parent/guardian upon presentation of photo identification. The parent/guardian shall be deemed the Winner (or Replacement Winner as the case may be) for the purposes of these terms and conditions.
16. The Promotion is open to all persons except employees, contractors, agents of Toormina Gardens, sponsors of the Promotion and their immediate families; employees of Federation Limited or related body corporate and their immediate families; tenants in Toormina Gardens and their immediate families; the staff of tenants in the centre and their immediate families; the contractors of tenants in the centre and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of this Promotion and their immediate families. Immediate families means spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) and grandparents. Tenant means lessees, licensees and in the case of a corporation, includes their directors.
17. By partaking in the Promotion, participants agree that the Promoter may use information provided in accordance with Federation Centres' Privacy Policy Collection Statement. A copy of Federation Centres' Privacy Policy Collection Statement will be available at Centre Management Office, Toormina Gardens and the participant agrees to the content.
18. The Prize must be taken as offered and is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions.
19. This Promotion is only open to residents of New South Wales.
20. The warranty on the goods and services obtained as a result of the Promotion, if any, remains the sole responsibility of the supplier of the Prize.
21. The Promoter (including its 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 Prize.
23. The Promotion is not valid in conjunction with any other offer.
24. The Promoter agrees to keep confidential all personal details obtained by the Promoter during the Promotion Period and agrees that such information will be used for the purposes of the Promotion only.
25. If the customer chooses to accept the Prize, the promoter reserves the right to use the entrant's name and photograph for marketing and publicity purposes. Photos will be the property of Toormina Gardens and can be used and replicated in any way to further promote the Promotion and Toormina Gardens. If you no longer wish for your photo to be used, contact Centre Management, Toormina Gardens.
26. By entering the Competition, the entrants hereby give Toormina Gardens and the Promoter authority to publicly announce their name (should they be a Winner) at the time of the draw and at any stage thereafter.
27. Proof of identity will be required to collect any prize.

28. All participants under the age of 18 must have prior consent from their parent or guardian before entering the Promotion and must be able to provide evidence of such consent on request.
29. By participating in the Promotion, each entrant acknowledges and agrees that the Promoter collects personal information about entrants for the purposes of:
  - (a) 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; and
  - (b) enabling the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the entrant with special offers in this way. By entering the promotion, an entrant agrees that the Promoter may use the entrant's personal information in this manner. Entrants may opt out by clicking on the "unsubscribe" link in the email or as set out in the SMS/MMS.
30. If the Prize is unavailable for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
31. For further information regarding the terms and conditions, please ask the staff at Centre Management –Toormina Gardens or phone 02 6653 3214.

**TRADE PERMIT LICENSE NUMBER:**

NSW permit number: **LTPS/16/01976**