

# Mothers Day, Chance to Win a Car

## Terms and Conditions

### 1 The Name of the Persons Conducting the Trade Promotion Game:

This trade promotion game ('the Competition') is conducted by **Enrico Bietola Pty Ltd 214 Coxs Road North Ryde ABN 2200113588**

### 2 Eligibility Requirements for Entrants:

- 2.1 Information on how to enter and prizes forms part of these Terms and Conditions. Submission of any entry is deemed acceptance of these Terms and Conditions.
- 2.2 Entry is only open to Australian residents aged 18 years or over ('Eligible Entrant'). Business directors, management and employees of any company associated with the Competition, their immediate families, their retailers, suppliers, associated companies and agencies are ineligible to participate.
- 2.3 To enter the Competition, an Eligible Entrant must spend \$30 or over in any of the Centres stores and place in barrel provided including the entrants details  
  
Winner must be present at the draw. Only shoppers 18 or over can enter.
- 2.4 Any entry is deemed to be received at the time of its receipt by the Promoter and not at the time of transmission by the Eligible Entrant.
- 2.5 Should an Eligible Entrant's details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. Any such notification or request to access or modify information shall be directed to the Promoter, who may at its sole discretion make the appropriate changes to the Eligible Entrant's details.
- 2.6 Eligible Entrants may only enter the Competition in their own name. Eligible Entrants who intentionally provide incorrect, misleading or fraudulent information are ineligible to participate in the Competition. All entries of an Eligible Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information, or which otherwise become ineligible may, at the sole discretion of the Promoter, be deemed invalid.
- 2.7 Only Eligible Entrants who fulfil the Eligibility requirements may enter.
- 2.8 Entries must be lodged between the start time and the closing time as specified in Section 4 ('Competition Period'). Early or late entries outside these times will not be accepted.

### 3 Description, Conditions and Retail Value of the Prize:

- 3.1 On **11<sup>th</sup> May, 2019 at Coxs Road Mall, 1pm** ), an Eligible Entrant's Application will be randomly drawn from the barrel by the Promoter. The person to whom this Application relates will be deemed the winner of the Competition ('the Winner'). If this person is not present. A second draw will be required for a chance to win the 1<sup>st</sup> Prize.
- 3.2 **The Winner present, will choose one envelope from 100 envelopes in a barrel, one of which contains the prize of Toyota Yaris (value \$18,000 ('the Winning Envelope')). If the Winner does not select the Winning Envelope they will receive a consolation prize. If the Winner selects the Winning Envelope, the winning Toyota Yaris will be transferred to the Winner by Ryde Toyota within 8 weeks of the 11<sup>th</sup> May, 2019**
- 3.3 No Prizes will be provided by the Promoter to the Winner unless they comply with these Terms and Conditions. If, for any reason whatsoever the Winner does not claim the Prize, the Prize will be forfeited by the Winner. If the "winner" does not pick the winning envelope, a consolation prize will be given by Enrico Bietola Pty Ltd of \$5,000.
- 3.4 If for any unforeseen reason and/or any reason whatsoever beyond the reasonable control of the Promoter the Competition is not capable of being conducted as reasonably anticipated the Promoter reserves the right, in its sole discretion, to:
  - a. disqualify any entrant; and/or
  - b. cancel, suspend, modify, terminate or cancel the Competition.

3.5 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

3.6 It is a condition of accepting the Prize that the winner must comply with all Conditions of Use of the Prize and the Prize supplier's requirements. In addition, it is a condition of accepting the Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

#### **4 The Competition Start and Closing Dates and Times:**

4.1 The Competition commences on **1<sup>st</sup> April, 2019**

4.2 The Competition closes on **11<sup>th</sup> April, 2019 12.30).**

4.3 Prize is not redeemable for cash

#### **5 Promoter Rights:**

5.1 The Promoter reserves the right to:

- a. verify and validate entries and the details of Eligible Entrants (including Eligible Entrant's identity, age, and address, employer name and completion of all questions) through proof of identity and/or proof of residency. Proof of identification and residency considered suitable for the verification are at the sole discretion of the Promoter. In the event that the Winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered; and
- b. disqualify any Eligible Entrant who submits an entry that, at the sole discretion of the Promoter:
  - i. is not in accordance with these Terms and Conditions; and/or
  - ii. tampers with the entry process; and/or
  - iii. is fraudulent, misleading, deceptive, offensive, inappropriate, defamatory, damaging to the good will of the Competition, Promoter, or any company associated with the Competition or is otherwise not in keeping with the spirit of the Competition.

5.2 Failure by the Promoter to enforce any of these rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

5.3 Incomplete, indecipherable or illegible entries or entries that do not comply with the Entry Requirements will be deemed invalid. Any incorrect Eligible Entrant details submitted or which become incorrect or ineligible during the Competition Period may render the corresponding entry invalid.

5.4 Except for any statutory guarantee or warranty (express or implied) the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void, the Promoter excludes from these Terms and Conditions all:

- a. conditions, guarantees, warranties and terms, implied by statute, general law or customer; and
- b. all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury and any other loss or damage (including, without limitation, loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation, where arising out of the following:
  - i. any theft, unauthorised access or third party interference;
  - ii. any entry or Prize claim that is late, lost altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - iii. any incorrect or inaccurate information, either caused by the Eligible Entrant or any of the process associated with, or utilised with, this Competition;
  - iv. any technical error, or combination thereof, that may occur in the course of the administration of this Competition (whether or not under the Promoter's control) including any omission, interruption, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure therefore or destruction or unauthorised access to, or alterations of entries or any variation in prize value to that stated in the Terms and Conditions;

- v. any tax implication, including any tax liability incurred by a winner or Eligible Entrant;
- vi. the broadcast of any program relating to the Competition or the publication of any material, including statements made by any compere, staff member, journalist, other entrants or any other person; or
- vii. a Prize or use of a Prize.

Nothing in these terms affects the statutory rights of any person under the Australian Consumer Law or any other applicable law.

#### **8 Conditions of Use of the Prize:**

- 8.1. The Winner agrees to have their name and image used for any promotional material for an indefinite period of time without remuneration.
- 8.2. By entering this Competition, Eligible Entrants agree that all entries will be the property of the Promoter who may disclose entrants' personal information to its Related Bodies Corporates and agents, the Promoter, and any other company associated with the Competition to assist in conducting this trade promotion, redeeming the prizes and any other matter connected to or incidental to this trade promotion. The collection, use and disclosure of personal information in connection with this trade promotion will be in accordance with the *Privacy Act 1988* (Cth).
- 8.3 Each Eligible Entrant and the winner consents to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome), the Promoter and/or the products and/or services supplied by the Promoter.
- 8.4 The Promoter collects personal information in order to conduct the Competition and provide any goods and/or services requested and improve its products and services. The Promoter or any of its Related Bodies Corporate may contact entrants (whether Eligible or not) by any means (including email or SMS) at any time to let such entrants know about goods, services or promotions which may be of interest to them. The Promoter may also disclose any entrant's information to third parties including overseas that assist in providing the Promoter's services, running promotions (including administering the promotion or distributing prizes) or with other companies who provide prizes for promotions or offers. By entering the Competition, an entrant consents to the Promoter's disclosure of that entrant's personal information as defined in the *Privacy Act 1988* (Cth) as amended and in accordance with these Terms and Conditions. Eligible Entrants shall direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

The Promoter is **Enrico Bietola Pty Ltd 214 Coxs Road North Ryde ABN 2200113588**