

Terms and Conditions – Gift Guide Giveaway Facebook competition

Terms and Conditions

1. The Promoter is Lend Lease Property Management Australia Pty Ltd of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**).
2. Only residents of Australia aged 13 years of age or older (**Participant**) are eligible for the Competition. Parents/ carer's of children under the age of 13 may enter on the child's behalf.
- 3.

The following person(s) are ineligible to enter the Competition:

- (a) employees of:
 - (i) any retailer within Erina Fair
 - (ii) the Promoter; and
 - (iii) the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth),and associated agencies, companies and contractors; or
- (b) members of the Immediate Families of the employees referred to at paragraph 0(a).

Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.

4. The Competition commences Friday 11 December 2020 at 9.00am and closes Thursday 24 December 2020 at 11.59pm. The Promoter may extend the Competition Period at its sole discretion (Extended Competition Period). Details of any Extended Competition Period will be posted the Erina Fair Facebook page. References in these terms and conditions to the Competition Period include any extended Competition Period, where applicable.
5. There are fourteen prizes in total, valued at \$3,848.55, comprising: a Country Road Beach Bag and Towel RRP\$149.90, Ultimate Ears Boom 3 Portable Bluetooth Speaker RRP\$199.00, Fitbit Versa RRP\$329.95; Bose QuietComfort 35 II Headphones RRP\$499.00; Maxx Junior Cricket Kit and Kookaburra Spring Back Stumps RRP\$259.98; Mimco Classico Cosmetic Cases (Large & Medium) RRP\$348.00, Tarte Tartiest Pro Glow and Huda Beauty Compacts plus two Huda Beauty Brushes RRP\$270.00; 2 x Think Pink Lush Pamper Sets RRP\$220.00; Nintendo Switch RRP\$469.00, Set of five Ecoya Madison Jar candles RRP\$214.75, Maxi Kickboard Scooter RRP\$189.99, Sunday Riley Superstars Volume 1 and Tatcha Pure & Pore Reflecting Trio skin care packs \$323.00, T2 Tall Tales Generous Cups Armadillo and Saucers for two plus World of Tea Loose Leaf Advent Calendar plus Bumble Bee Infuser RRP\$134.00, Yonex VCore Pro Tennis Racquet and four pack of Slazenger Tennis Balls RRP\$241.98
6. To enter for your chance to win the daily prize you must share our daily prize post with three friends via Facebook and tag "#erinafairgifting" prior to 11.59pm on the day it is posted. The daily prize post will go live at 9am on each morning of the competition period.
7. Individuals can only enter the competition once every day.
8. Daily prize winners will be drawn electronically at 10am the following day via a random draw, with the winner notified on Facebook by midday of the same day.
9. For the Participant to be eligible to compete in the Competition, the Participant must enter the Competition.
 - (a) within the Competition Period;
 - (b) in the strict manner specified in these terms and conditions
10. The Promoter's decision on an eligible entry is final and no correspondence will be entered.
11. The Daily Prize is not redeemable for cash.

12. The Daily Prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
13. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.
14. By entering into the Competition, the Participant is deemed to have accepted these terms and conditions.
15. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
16. Prizes must be collected from the Erina Fair customer service desk within 1 month from the date the competition winners are announced. Prizes can be collectable until 24 January 2021. If the winner is under the age of 18 years, the winner's parent or guardian must accompany the winner in order to collect the Prize and the Prize will be awarded to the winner's parent or guardian.
17. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Competition or any Prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
18. As a condition of accepting a Prize, the winner (or the winner's parent or guardian), and any other person(s) sharing the Prize with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a Prize to the extent the Prize is or includes a recreational service or activity.
19. The Promoter may re-select the winner if, despite using all reasonable efforts, the original winner cannot be contacted, in order to distribute any unclaimed Prize.
20. All entries become the property of the Promoter. All entries will be entered into a database and the entrants' names and addresses may be used as detailed in the privacy collection statement which accompanies these terms and conditions.
21. The Promoter may cancel the competition and not award the Prize where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Prize(s). Should the Promoter cancel the Competition the Promoter will:
 - (a) advertise that the Competition has been cancelled by placing a notice on the Competition's website at <https://www.erinafair.com.au>
22. Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with the Prize to the extent permitted by law. The Promoter reserves the right to substitute the Prize with a prize of equal or greater value (including where the Prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The Prize and/or any element of the Prize must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their Prize and/or any element of the Prize as stated.
23. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using the Prize or participating in this Competition except for any liability which cannot be excluded by law. The Promoter is not responsible for defective Prizes, lost or stolen Prizes or misuse of the Prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of the Prize(s) or participation in this Competition including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
24. Lendlease is the Promoter only
25. The Competition adheres to all Facebook policies.