

Terms and Conditions Spend to Win, Father's Day 2024 – Erina Fair Shopping Centre



ERINA FAIR

1. The Promoter is Lendlease Property Management Australia Pty Ltd of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Father's Day Spend to Win Sydney 2000 (**Lendlease**). Contact number is 4365 8200.
2. Only residents of Australia aged 16 years of age or older (**Participant**) are eligible for the
 - i. Competition.
3. The following person(s) are ineligible to enter the Competition:
 - (a) employees of:
 - (i) any retailer within Erina Fair Shopping Centre;
 1. (ii) the Promoter; and
 2. (iii) the Promoter's related bodies corporate (as that expression is defined in the
 - a. *Corporations Act 2001* (Cth),
 3. and associated agencies, companies and contractors; or
 - (b) members of the Immediate Families of the employees referred to at paragraph 3(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 at 9am on Saturday 24 August 2024 and closes at 5pm on Saturday 31 August 2024 (**Competition Period**). The Promoter may extend the Competition Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be posted on www.erinafair.com.au. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
5. The Winning Prize is: 20x Snap Car Wash 'Polish Wash' Vouchers. Each prize is valued at \$100.
6. Customers must enter at erinafair.com.au, on the dedicated online form, and include an image of their receipt/s.
7. To be eligible to enter, Customers must spend \$100 or more in one day throughout the promotional period across the centre excluding Supermarket Spend, Travel and Bill Payments, enter via the online form at erinafair.com.au. If the online form is for any reason not working customers may enter manually via Customer Service located opposite rebel during trade hours.
8. 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; and by the method specified.
9. **Winner** will be **chosen at random** from all eligible, valid and complete entries received.
10. Governing Law - The Competition and these terms and conditions will be governed by the laws of New South Wales, and any disputes will be subject to the exclusive jurisdiction of the courts of Australia. By participating in the Father's Day Car Wash Giveaway Competition, all participants agree to abide by these terms and conditions in their entirety. Failure to comply with these terms may result in disqualification from the Competition. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.
11. By entering the giveaway, the Participant is deemed to have accepted these terms and
 - i. conditions.
12. 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
 - i. 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.
13. 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
 - i. 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.
14. 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 on www.erinafair.com.au
 - (b) promptly destroy all entries received; and
 - (c) not use the personal information that any Participant has provided on the entry form.
15. 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 gifts, lost or stolen gifts or misuse of the gift.
16. The Competition is in no way sponsored, endorsed, administered by or associated with Facebook. The Participant irrevocably releases Facebook from any liability arising out of or in connection with this Competition.

→ I **agree** to the Terms and Conditions including the Privacy Statement.

→ I **agree** to allow use and disclosure by the owner of Erina Fair Shopping Centre and Lendlease Property Management (Australia) Pty Limited ABN 61 002 894 153 of my Personal Information for marketing activities related to the Centre.

→ I **agree** to the use and disclosure of my Personal Information by the owner of Erina Fair Shopping Centre, Lendlease Property Management (Australia) Pty Limited ABN 61 002 894 153 and each of their Related Bodies Corporate on an ongoing basis (even if the Owner is no longer an owner of the Centre) for marketing activities related to the products and services offered by those entities.