

Watergardens Town Centre ("Centre")

Valentine's Day Competition

Terms and Conditions

The Promoter

1. The promoter is the owner of the Centre, Watergardens Pty Ltd (ACN 066 225 205) of 399 Melton Highway, Taylors Lakes, Victoria 3038 as trustee of the Watergardens Trust ("Promoter").
2. "Promoter Entities" means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.
3. "Centre Trading Hours" means the trading hours of the Centre as published on www.watergardens.com.au.

The Gift

4. During the Competition Period (defined in clause 12) the Promoter will, in its absolute discretion, place ten (10) numbered Watergarden's Balloons within the Centre (each a "Balloon").
5. It is in the Promoter's absolute discretion as to:
 - (a) where each Balloon is placed within the Centre;
 - (b) when, during the Competition Period, each Balloon is placed within the Centre;
 - (c) the order in which the Balloons are placed within the Centre; and
 - (d) the number of Balloons which are placed within the Centre each day during the Competition Period.
6. The first Eligible Person to comply with the requirements in clause 14 will be eligible to receive the Gift corresponding to the number located on the Balloon which the Eligible Person locates within the Centre.
7. The Gifts comprise of the following:
 - (a) **Balloon 1:** one (1) x iPad2 valued at \$553.00;
 - (b) **Balloon 2:** one (1) x Thomas Sabo Bracelet valued at \$87.00;
 - (c) **Balloon 3:** one (1) x Monster Beats Headset (valued at \$279.00);
 - (d) **Balloon 4:** one (1) x Massage and Pervonia Products from Bella Beauty Bar (valued at \$207.00);
 - (e) **Balloon 5:** one (1) x Sony Camera (valued at \$115.00);
 - (f) **Balloon 6:** one (1) x Fossil Watch (valued at \$189.00);
 - (g) **Balloon 7:** one (1) x Watergardens Gift Card (valued at \$200.00);
 - (h) **Balloon 8:** one (1) x Station Street Voucher (valued at \$150) and two (2) x movie tickets to 'A Few Best Men' (valued at \$37.00);
 - (i) **Balloon 9:** one (1) x iPod Shuffle (valued at \$49.00) with one (1) x iTunes Voucher (valued at \$100.00); and
 - (j) **Balloon 10:** one (1) x Playstation 3 (valued at \$377.00).
8. There will be ten (10) Gifts and ten (10) winners of the Gifts ("Winners").

9. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.
10. The Gift set out in clause 6(g) above is subject to conditions relating to the use of the Gift which can be found on www.watergardens.com.au or at the Customer Service Desk at the Centre.

The Competition

11. The "Competition" is the opportunity to win a Gift in accordance with these Terms and Conditions.
12. The Competition begins at 9:00am on Monday, 6 February 2012 and ends at 5:00pm on Tuesday, 14 February 2012 ("Competition Period").
13. Each person who participates in this Competition is referred to in these Terms and Conditions as a "Participant".
14. To claim a Gift, the Participant must be an Eligible Person who during the Competition Period:
 - (a) finds a Balloon within the Centre; and
 - (b) presents the Balloon to the Customer Service Desk during the Centre Trading Hours on the same day as the Balloon is located within the Centre; and
 - (c) if the Eligible Person is under the age of 18 years, obtains the consent of a parent or guardian (signed consent where applicable).
15. A Participant can only win one Gift.
16. By participating in the Competition, the Participant agrees to these Terms and Conditions. Information on the website also forms part of these Terms and Conditions.

Eligibility

17. The Competition is only open to Eligible Persons.
18. An "Eligible Person" means an individual who:
 - (a) is a resident of Australia;
 - (b) if under 18 years of age, has a parent or guardian's permission/consent to participate in the Competition;
 - (c) is not a Non Eligible Person; and
 - (d) submits and Eligible Entry.
19. An "Eligible Entry" is an entry which complies with the requirements of clause 14 of these Terms and Conditions.
20. A "Non Eligible Person" means the following:
 - (a) owners and managers of the Centre;
 - (b) retailers of the Centre;
 - (c) suppliers, associated companies and agencies of the Centre;
 - (d) the employees or contractors of the persons and entities in paragraphs (a) - (c); and
 - (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) - (d).
21. 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

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who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

22. All Gifts must be collected from the Customer Service Desk (during the Centre Trading Hours) the same day as the Balloon is located by the Participant.
23. The Promoter may publish, but is not obliged to publish, the results of the Competition. By entering into this Competition the Participant gives their consent for their personal details (including their photo) to be published in the manner prescribed in this clause if they are a Winner. If the Promoter decides to publish the results of the Competition, then Promoter will publish the results and/or a photo of the Winner in the local paper and/or on <http://www.facebook.com/watergardenstowncentre>.
24. A Participant claiming to be the Winner may be required to provide proof of identity.
25. The Promoter's decision as to a Winner is final and binding and no correspondence will be entered into in relation to the conduct of any of the Competition or otherwise.
26. Where the use of any of the Gifts is subject to the terms and conditions of a third party who is not the Promoter or a Promoter Entity, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

Other General Terms

27. All Competition entries are the property of the Promoter.
28. The Gift recipient consents to the Centre using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.
29. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (a) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (b) any personal injury suffered or sustained, during the course of participating in this Competition or using the Gifts, except for and to the extent that any liability cannot be excluded by law.
30. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of the Gift by the Participant.
31. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from any regulatory authority to:

- (a) disqualify any Participant; and/or
- (b) modify, suspend, terminate or cancel the Competition as appropriate.

Privacy

32. Under the Privacy Act 1998 (Cth), the Promoter must tell Participants when it collects personal information about them and how it plans to use it. If a Participant chooses to enter or take part in the Competition, the Participant will be required to provide the Promoter with personal information about themselves such as their name and email address.
33. The Promoter will collect and use the personal information which the Participant has provided for carrying out the Competition.
34. By entering the Competition a Participant consents to the collection and use of his or her information in the manner outlined in these Terms and Conditions.
35. If a Participant would prefer that the Promoter does not use the Participant's details in the way outlined in these Terms and Conditions and/or retain their details, the Participant should contact the Promoter on (03) 9361 5155.
36. A Participant has the right to access most personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on (03) 9361 5155 to ask for access to the Participant's information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the Participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
37. If a Participant considers that any information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on (03) 9361 5155 and the Promoter will take reasonable steps to ensure that such information is corrected.
38. The Promoter will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.