

Watergardens Town Centre (Centre)
Rub a Dub Station Street Selfie Competition
Terms and Conditions

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Competition Period.
3. There is no limit on the number of times a Participant may enter the Competition during the Competition Period.
4. To enter the Competition, the Eligible Person must during the Competition Period:
 - (a) snap a picture of themselves with the Centre's inflatable duck ("**Photo**") and share to Facebook (tag @watergardentowncentre) or Instagram (@watergardenstc) and hashtag (#wgrubadubdub) and ensure that the Photo taken:
 - i. is not unlawful or promotes any unlawful activity;
 - ii. is not considered inappropriate, defamatory, abusive, discriminatory, offensive, obscene, threatening, misleading or hateful (as determined by the Promoter, in its absolute discretion);
 - iii. is not intended to harass another person or group of people;
 - iv. does not include personal information (including photographs) of another person or persons, unless with their express consent (or the express consent of their guardian, where applicable);
 - v. does not contain viruses or corrupted files;
 - vi. does not infringe the intellectual property rights of the Promoter Entities or the intellectual property rights of a third party; or
 - vii. does not contain advertising or promotional materials; and
 - (b) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.

The Competition

5. The Competition will be conducted in the Centre and online at www.facebook.com/watergardentowncentre and on Instagram during the Competition Period. The Competition will end on expiration of the Competition Period

Eligibility

6. The Competition is only open to Eligible Persons.
7. 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 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.

The Prize

8. There will be one (1) Prize and one (1) winner of the Prize (**Prize Winner**).
 9. The Prize is not transferable, refundable or exchangeable and cannot be taken as cash.
 10. Each Eligible Entry by an Eligible Person will be entered into the Competition.
 11. The first Eligible Entry drawn at random will win the Prize.
 12. The draw will take place at 11:00am on 10 October 2018 at the Centre Management Office.
 13. If the Prize Winner is under the age of 18 years, the parent or guardian of the Prize Winner who gave permission for entry into the Competition will be deemed to be the Prize Winner for the purposes of the Competition.
 14. The Promoter will use reasonable efforts to notify the Prize Winner via Facebook or Instagram to arrange delivery or collection of the Prize.
 15. If despite reasonable efforts the Promoter is unable to locate or contact the Prize Winner within forty-eight (48) hours after the winner is decided, another Prize Winner will be drawn at 11:00am on 12 October 2018 at the Centre Management Office. Any subsequent winner will be notified in accordance with these Terms and Conditions.
 16. The Promoter may, but is not obliged to, publish the results of the Competition. By participating in the Competition, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Prize. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on their Facebook page and on their Instagram account.
 17. A Participant claiming to be the Prize Winner will be required to provide proof of identity.
 18. The Promoter's decision as to the winner of the Prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.
 19. The Prize is subject to the conditions relating to the use of the Prize (including validity period) which can be viewed at <https://store.hoyts.com.au/#/> and <https://booking.zonebowling.com/activity.php?sessio=b1b1a081-a803-4f66-9e66-5120c0553382> Where the use of the Prize is subject to the terms and conditions of Hoyts and/or Zone Bowling 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**
20. All Competition entries are the property of the Promoter.
 21. Each Participant:

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- (a) presently assigns to the Promoter all Intellectual Property Rights in or for the Materials and all existing and future materials created (whether alone or jointly with the Promoter) by the Participant in relation to the Materials;
 - (b) warrants that the Participant has the right to make this assignment and that the Promoter's use of the Materials will not infringe any Intellectual Property Rights of any third party; and
 - (c) voluntarily, irrevocably and unconditionally consents to the Promoter, or persons authorised by the Promoter, doing or omitting to do, with respect to the Materials, any act which would otherwise infringe the Participant's Moral Rights in the Materials.
22. The Prize Winner consents to the Promoter using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.
23. The Promoter Entities, Facebook and Instagram 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 Prize, except for and to the extent that any liability cannot be excluded by law.
24. Each Participant indemnifies and keeps indemnified the Promoter Entities, Facebook and Instagram 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 Prize by the Participant.
25. 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 a regulatory authority (if any) to:
- (a) disqualify any Participant; and/or
 - (b) modify, suspend, terminate or cancel the Competition as appropriate.
26. The Competition is not sponsored, endorsed, administered by, or associated with, Facebook or Instagram. The Participant agrees that Facebook and/or Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Facebook and/or Instagram to the full extent permitted by law.
27. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook and/or Instagram.

Privacy

28. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose 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 the Participant's name and their Facebook name and/or Instagram handle.
29. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Competition (including as described in clause 16 in particular and in general for notification and promotion of Prizes).
30. By entering the Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
31. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter on 03 9361 5511.
32. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on 03 9361 5511 to ask for access to the Participant's personal 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.
33. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at www.watergardens.com.au.
34. If a Participant considers that any personal 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 5511 and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

Definitions

- “**Centre**” means Watergardens Town Centre located at 399 Melton Highway, Taylors Lakes Vic 3038.
- “**Competition**” means the opportunity to go into the draw to win the Prize in accordance with these Terms and Conditions.
- “**Competition Period**” means the period from 8:00am on 22 September 2018 to 11:59pm on 7 October 2018.
- “**Eligible Entry**” means an entry which complies with the requirements of clause 4.

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“**Eligible Person**” means an individual who:

- (a) is a resident of Victoria;
- (b) if under 18 years of age, has a parent or guardian’s permission to participate in the Competition/Promotion;
- (c) is not a Non Eligible Person; and
- (d) submits an Eligible Entry.

“**Intellectual Property Rights**” means all intellectual property rights, including copyright and any right to keep confidential information confidential.

“**Materials**” means written materials provided by the Participant pursuant to the Competition/Promotion, [including details completed in or provided with the Application Form].

“**Moral Rights**” means the rights under the Copyright Act 1968 of integrity of authorship, attribution of authorship, and the right not to have authorship of a work falsely attributed.]

“**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).

“**Participant**” means any person who participates in the Competition.

***“**Prize**” means one (1) Station Street Family Experience comprising of \$120 Hoyts voucher for movie tickets and Candy Bar, Zone Family Play Pack Bowling (valued at \$100.00), a Gift Voucher from Grill’d Watergardens (valued at \$100.00), a Gift Voucher from La Porchetta Watergardens (valued at \$100.00), and a Toyworld Gift Voucher (valued at \$80.00) with a total approximate value of \$500.00 or any substitute prize of a similar replacement type and value as determined by the Promoter.

“**Promoter**” means the owner of the Centre, Watergardens Pty Ltd ACN 066 225 205 atf Watergardens Trust, Level 5, Central Plaza 2, 66 Eagle Street, Brisbane Qld 4000.

“**Promoter Entities**” means the Promoter, all associated companies, advisors and agencies and all those entities’ personnel.