

Ballina Fair

“Win a Date on Us”

Terms and Conditions

1. Details of the promotion

1.1 Information on how to enter the Ballina Fair “Win a Date on Us” (“Promotion”) and the prize details form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.

1.2 The promoter of this Promotion is Ballina Fair Shopping Centre of 84 Kerr Street Ballina NSW 2478 Telephone: 02 66 868555 (ABN 34 430 406 448) (“Promoter”).

1.3 Entry is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees (and their immediate families) of the Promoter, employees of any store in Ballina Fair and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, 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 1st cousin.

1.4 This Competition is being run at Ballina Fair Shopping Centre ONLY.

1.5 The Promotion will commence at 10am (local time) on Saturday 9th February and ends at 10am on Wednesday 13th February 2019 (“Promotional Period”).

1.6 This competition is a game of skill. Chance pays no part in determining the winner. Each entry will be individually judged based on creative merit. Any rude or inappropriate photos will be ineligible to enter. Judges decision is final and no correspondence will be entered into.

1.7 How to enter the competition:

- Customers must – have their photo taken at the Photobooth in Centre on Saturday 9th February 2019. This is a condition of entry.
- Photos that can be uploaded are to be taken at the Blacktie Photobooth at Ballina Fair Shopping Centre, 84 Kerr Street, Ballina NSW 2478 on Saturday 9th February.
- No other photos can be added, this will deem your entry ineligible to enter.
 - The user must also successfully enter the competition via the following ways in order to be eligible to enter the promotion.
 - Take a photo of yourself at the Black Tie Photobooth on Saturday 9th February 2019 at the Ballina Fair Community Hub opposite Boost Juice.
 - Post and share your Blacktie Photobooth photo on social media.

- **Entry via Facebook:** Like the Ballina Fair Facebook Page, then upload the photo to our Facebook Photo Competition entry page and fill in your Name, Last Name, Email address and then upload your photo.
Entry via Instagram: Follow Ballina Fair, Post your photo and tag @ballina_fair in the photo and hashtag [#loveballinafair](https://www.instagram.com/loveballinafair)

1.7. Prize winners of the Ballina Fair “Win a Date on Us” competition will be selected at Ballina Fair Centre Management, 84 Kerr Street, Ballina NSW 2478 on Wednesday 13th February at 10.30am AEST. Winners are contacted by phone or mail within 1 business day of selection and will be announced on the Centre’s website at www.ballinafair.com.au. The winner of the Prize will be notified by mail or email and telephone.

1.8. The judges’ decision is final and binding. As such, no correspondence will be entered into.

2. Prize

2.1 The prize consists of

- \$100 Valentine’s Day Hamper
- 2 x Adult Ballina Fair Cinemas \$24.00
- \$200 Ballina Fair Gift Card
- \$50 Voucher at The Coffee Club Ballina Fair
- \$150 Massage Indulgence – Massage for Two

2.2 A draw for any unclaimed prizes at a Participating Centre may take place on 5 December 2016 at the same time and place as the original draws at Centre Management Ballina Fair Shopping Centre, 84 Kerr Street Ballina NSW 2478, subject to any directions from a regulatory authority. Winners will be notified by email and phone within 2 days of the draw.

2.3 Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.

2.4 Total prize pool in 1st Prize: Win a Date on Us is valued at \$524.00

2.5 If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

2.6 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be

accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

2.7 Incomplete or indecipherable entry form registrations will be deemed invalid.

2.8 It is a condition of accepting any prize, that an entrant consents to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

2.9 If this promotion 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or

(b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

3.0 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

3.1 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any membership application or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;

(d) Any tax liability incurred by a winner or entrant; or (e) use of a prize.

3.2 As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

3.3 The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to Australian regulatory authorities. Collecting the prize is conditional on providing this information. In regard to individuals who sign up to become a member during the Promotional Period, the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.