

## WAGGA MARKETPLACE

### READY, SET, GOLD TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed as acceptance of these Terms and Conditions.
2. Entry into this competition is free and this is a game of chance.
3. Entry to this competition is open to all permanent NSW residents, excluding employees, agents and contractors of the Promoter, employees of Wagga Marketplace, ISPT and Jones Lang LaSalle, retailers and their staff at Wagga Marketplace and the immediate family of the preceding people (parent, sibling, spouse or grandparent), who are not eligible to enter.
4. Entry to this competition is restricted to persons of or over 18 years of age.
5. The promotion commences at 11.00am (local time) on Friday 21 April 2017 and closes at Midnight (local time) on Monday 1 May 2017 ("Promotional Period"), with the winning entry being drawn at 10.00am on Tuesday 2 May 2017.
6. To enter, an entrant must, during the promotion period:
  - a. Simply take a #raceready photo in centre with our gold stallion, post and tag #raceready and #waggamarketplace, via Instagram or load onto the centres competition app via facebook
  - b. Note to be valid Instagram accounts must be public and not private.
  - c. Wagga Marketplace will moderate photos daily and any inappropriate or offensive entries will be removed and deemed ineligible.
7. By entering the competition, the user permits Wagga Marketplace to;
  - a. The photograph may be published on Wagga Marketplace's website, Facebook page, Instagram page, e-newsletter and in newspapers, magazines, and other printed materials throughout Australia.
  - b. By participating in the promotion, entrants release Wagga Marketplace and, if applicable, the photographer and publisher from any claims or demands arising out of or in connection with the aforementioned use or uses of such information/photographs/video film or tape, including but not limited to any claims for defamation, copyright, privacy or otherwise.
8. The winner's name will be drawn by Centre Management by placing all entries into a draw and one being chosen at random.
9. 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.

10. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with the Terms & Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
11. Entrants may enter the competition more than once.
12. There will be one (1) prize and one (1) prize winner only.
13. The prize is two VIP tickets to the Wagga Wagga Gold Cup valued to a total of \$420. Tickets are for the Golden View Marquee, Marquee opens at 12 Noon to 5:30pm, Friday 5<sup>th</sup> May 2017. Ticket provides reserved seating, admittance to course, race book, beverages for the day (assorted beer, wine, Champaign & non-alcoholic beverages) and buffet lunch.
14. All prizes must be collected by 4 May 2017.
15. Any ancillary costs associated with redeeming any prize is not included.
16. Printing errors and other quality control matters will not be used as reasons for refusing redemption of prize.
17. Any attempt to interfere in the fair running of this competition will result in immediate disqualification.
18. Participation in this competition will be deemed as acceptance of these terms and conditions.
19. The prize winner does not have to be present at prize draw to claim their prize.
20. Wagga Marketplace will not accept responsibility for any lost, late or misdirected entries or entries not properly completed.
21. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification.
22. The winner will be notified via Instagram or direct message- depending on method used to enter the promotion
23. This promotion is offered in good faith and does not to give rise to any legal dispute and is binding in honour only. In the case of a dispute or challenge, the decision of the Senior Marketing Manager of Wagga Marketplace will be final. The Promoter's decision is final and no correspondence will be entered into.
24. If for any reason a winner does not redeem the prize within the time stipulated by the Promoter, then the prize will be forfeited.

25. Total prize is valued at \$420.00 as at 20 April 2017. All prizes are offered by the Promoter in good faith and prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
26. Prize collection: The winner is responsible for liaising with Wagga Marketplace Centre Management Office to arrange redemption of the prize. Wagga Marketplace Centre Management Office is located at 87 Baylis Street, Wagga Wagga NSW 2650 and the office is open during normal business hours (9.00am to 5.30pm Mondays to Fridays). Centre Management may be contacted on (02) 6931 7277. Entrants must present photo identification to collect the Prize. The Prize must be claimed by 4 May 2017. Unclaimed prizes will be forfeited.
27. The promoter shall not be held liable for any loss or damage whatsoever, which is suffered or sustained by any person as a result of the use of, or in connection with the prize, including loss or damaged suffered as a result of negligence, but not including liability which cannot be excluded by law.
28. By entering, each entrant agrees that the Promoter may use personal information disclosed, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages. Entrants should direct any request to access, update or correct information to the Promoter.
29. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law;
  - a. to disqualify any entrant; or
  - b. to modify, suspend, terminate or cancel the promotion, as appropriate.
30. Any cost associated with accessing the promotional website/social media site is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
31. All entries become the property of the Promoter.
32. 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. Entry is conditional on providing this information. By opting in, entrants agree to join the Wagga Marketplace database and 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 access, update or correct information to the Promoter.
33. At the end of the promotion, all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been extended.

34. The Promoter ensures that all security systems will be put in place to ensure that the competition will not be tampered with in any way or form.
35. Full conditions of entry will be published on the Wagga Marketplace website.
36. The Promoter is ISPT Pty Ltd (ABN 28 064 041 283), trading as Wagga Marketplace (ABN 37 002 851 925).
37. The Promoter reserves the right, at any time, to change the terms and conditions including the prize redeem dates.
38. Authorised under NSW Permit Number LTPM/16/00652