

AUSTRALIA DAY PARTY PACK PROMOTION

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. This is a game of chance.
3. Entry to this competition is restricted to persons of or over 18 years of age.
4. Entry to this competition is open to all residents of New South Wales, excluding employees, agents and contractors of the Promoter, employees of Wagga Wagga Marketplace and JLL, retailers and their staff at Wagga Wagga Marketplace and the immediate family of the preceding people (parent, sibling, spouse or grandparent), who are not eligible to enter.
5. The Promoter is ISPT Pty Ltd (ABN 28 064 041 283), trading as Wagga Wagga Marketplace (ABN 37 002 851 925), Baylis Street, Wagga Wagga NSW 2650. Phone: 02 69 317 277
6. Promotion commences by 13/01/2023 and closes at Noon (local time) on 25/01/2023, with the winning entry being drawn the same day.
7. To enter, entrants must scan the QR code at the display during the promotion period and enter their details via the website.
8. When users are successful at entering the draw, their name will be automatically entered into a random number generator at Wagga Wagga Marketplace, NSW.
9. The winner's name will be drawn by a JLL staff member of Wagga Wagga Marketplace, 87 Baylis Street, Wagga Wagga NSW 2650.
10. 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.
11. 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.

12. Incomplete, indecipherable, or illegible entries will be deemed invalid.
13. Entrants may enter the competition no more than once
14. There will be one (1) prize and one (1) prize winner only.
15. Wagga Wagga Marketplace will not accept responsibility for any lost, late, or misdirected entries or entries not properly completed.
16. Any attempt to interfere in the fair running of this competition will result in immediate disqualification.
17. To determine the winner, a Random Number Generator will be used to select the winner.
18. The Random Number Generator prize draw will take place in NSW.
19. The prize winner does not have to be present at prize draw to claim prize.
20. Proof of identity will be required when claiming the prize.
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 contacted by email and if unavailable will also be contacted by telephone.
23. This promotion is offered in good faith and is 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 Community Marketing Manager of Wagga Wagga Marketplace will be final. The Promoter's decision is final, and no correspondence will be entered into.
24. The first valid entry drawn in the prize draw will win all prizes that are featured in the Australia Day Party Pack display excluding the picket fencing, the faux grass matting, and signage/wall/decorative items.
25. If for any reason a winner does not redeem a prize within the time stipulated by the Promoter, then the prize will be forfeited.
26. Total prize is valued at \$2,500 as at 11/01/2023. 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.

27. Prize collection: The winner is responsible for liaising with Wagga Wagga Marketplace Centre Management Office to arrange redemption of the prize. Wagga Wagga Marketplace Centre Management Office is located at Wagga Wagga Marketplace, 87 Baylis Street, Wagga Wagga NSW 2650, and the office is open during normal business hours (9am to 5pm Mondays to Fridays). Centre Management may be contacted on 02 6931 7277. Entrants must present identification and a copy of the email from Wagga Wagga Marketplace advising they have won, to collect the Prize. The Prize must be claimed within ten (10) days of the draw of the Prize winner.
28. 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.
29. 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.
30. 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.
31. Any cost associated with accessing the promotional website 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.
32. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: (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 entry 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) the acceptance or use of a prize (g) any act or omission of the Promoter or its associated agencies.
33. All entries become the property of the Promoter.

34. The Promoter asserts that 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 displayed on Wagga Wagga Marketplace's website.
36. The winner's name will be published on Centre Website and Facebook page.
37. Should the winner not claim their prize within 10 days of the promotion end date, all entries will be resubmitted into another random prize draw for the major prize.
38. At the end of the promotion, all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been exceeded.
39. Entrants agree to become subscribers of the Wagga Wagga Marketplace VIP/email list.