

Wagga Wagga Marketplace
‘Find Buddy the Elf’
Terms and Conditions

- 1 These terms and conditions are for all entrants who enter the ‘Find Buddy the Elf’ Promotion (“Promotion”). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- 2 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

ELIGIBILITY

- 3 This Promotion is only open to NSW residents who are 18 years old or older.
- 4 The following persons are ineligible for the Promotion: (i) directors and employees of the Promoter, its related companies or any of its agencies or retailers and staff that are associated with the Promotion (ii) the spouse, defacto spouse, parent, child or sibling of an aforementioned excluded person; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.
- 5 One entry per person per single spend.

PROMOTION PERIOD

- 6 The Promotion commences at 9.00am Australian Central Standard (“AEST”) on Monday 27th November 2023 and closes at 5:00pm, Friday 22nd December 2023 (“AEST”). (“Promotion Period”)

HOW TO ENTER

- 7 To enter this Promotion, eligible individuals must:
- 8 Simply make a spend at any participating store at Wagga Wagga Marketplace.
- 9 Find the Elf display in-centre and scan the QR code and complete and submit the online entry form with all requested details.
- 10 All entries will be entered into the weekly prize draws.
- 11 It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoter’s database and to be used in accordance with the purposes set out in these Terms and Conditions, of which they may opt out at any time.

LIMITS ON ENTRY

- 12 One entry per day per person

CONDITIONS OR ENTRY

- 13 Information on ‘How to enter’ forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 14 Employees of Wagga Wagga Marketplace and their immediate family, tenants in the centre and their immediate family, the staff of tenants in the centre and their immediate family, the proprietors and staff of companies involved in the production, publishing and

administration of this promotion and their immediate family are not eligible to enter. Immediate family means parents, siblings, spouse, children and grandparents. Tenants means lessees, licensees and in the case of a corporation, their directors.

PRIZES

Weekly Prizes

4 x \$500 Wagga Wagga Marketplace Vouchers provided electronically to the winners. (one to be won each week during the promotional period)

Total prize pool: \$2,000

The weekly prize draws will take place at 10:00am on Friday 1st, 8th, 15th, and 22nd of December 2023 at the office of Compco Digital, 1100 Grassy Gully Road, Buangla NSW 2541 using computerised random selection.

INVALID RECEIPTS

The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers (b) receipts from click and collect or online deliveries; (c) receipt(s) recording bill payments and prescription medicine, (d) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (e) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (f) ATM receipts and (h) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

WINNER NOTIFICATION

Weekly prize winners will be contacted by phone within 2 business days of the date of winning their prize.

GENERAL

- 1 Promotion continues until end of promotion period.
- 2 Incomplete, indecipherable or illegible entries will be deemed invalid.
- 3 If there is a dispute as to the identity of the entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the entrant.
- 4 Redemption of the prizes for any good or services are subject to the standard terms and conditions of the relevant providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited.
- 5 If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 6 Printing errors or other quality assurance matters outside the control of an entrant will not be used as the sole basis for refusing to award a prize.
- 7 At the end of the Promotion all existing claims for prizes and entitlements to valid claims will be met notwithstanding the advertised prize pool has been exceeded.

- 8 Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.
- 9 Entrants consent to the Promoter using the entrant's 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.
- 10 The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 11 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 and absolute discretion to the fullest extent permitted by law to: (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion, as it deems appropriate.
- 12 The Promoter's decision is final, and no correspondence will be entered into in this regard.
- 13 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.
- 14 Any prize that is not supplied by the Promoter (or its related companies) in the ordinary course of its business is, for the purposes of the Promotion, supplied to prize winners by the third party that directly supplies the goods or services. By entering the Promotion, each entrant acknowledges that: (a) the Promoter, its agents and contractors have no liability to prize winners in respect of any loss, damage, cost, inconvenience or other disadvantage that may be suffered as a result of any defective or otherwise unsatisfactory goods or services supplied by a third party to a prize winner, or the failure to supply those goods or services to a prize winner; (b) it will not bring any claim against the Promoter, its agents or contractors in this respect.
- 15 Nothing in these Terms and Conditions limit, exclude or modify 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 State 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 their respective directors, officers, employees and agents) exclude 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.
- 16 Except for any liability that cannot by law be excluded, including the Non-Excludable

Guarantees, the Promoter (including their respective directors, officers, employees and agents) are not responsible for and exclude 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 entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

PRIVACY

- 17 Privacy: By entering this Promotion, (unless the entrant has specified otherwise) each entrant consents to the personal information they submit with their entry being used for the primary purposes of: automatically signing up to the Participating Shopping Centre's database, administering this Promotion, passing on information to related entities and to enter into a database for future promotional, marketing and publicity activities of the Promoter or its related entities. An entrant may request access to his or her personal information held by the Promoter by contacting the Promoter's Privacy Officer. The Promoter may deny a request for access in some circumstances. If it does it will tell you why. An access fee may be charged to cover the Promoter's costs of providing the information. The Promoter regards the security of personal information as a priority however the Promoter cannot guarantee the security of personal information provided. All personal information supplied will be securely held at all times in accordance with the Promoter's privacy policy which can be viewed here:

<https://waggamarketplace.com/privacy-policy/>