

Make Dad's Day – Win 1 of 3 prize packs

21 Aug – 3 Sep 2023

Terms and Conditions

Participation in the promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must be an Eligible Person who submits an Eligible Entry during the Promotion Period.
3. There is no limit on the number of times a Participant may enter the Promotion during the Promotion Period.
4. To enter the Promotion, the Eligible Person must during the Promotion Period, scan the QR code and submit valid details on the Google form.

The Promotion

5. The Promotion will end on expiration of the Promotion Period 3 September 2023.

Eligibility

6. The Promotion 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 these rights.

The Prize

8. Prize(s) will be one (1) of the following:
 - a) A Modern Man barber package
 - b) A Father's Day gift hamper
 - c) A Oporto Family Meal voucher
9. Promoter reserves the right to change the Prizes at any time in its sole discretion.
10. The Prize/s are not transferable, refundable or exchangeable and cannot be taken as cash in part or full.
11. No replacement will be provided for lost, stolen, damaged and destroyed Prize/s.
12. Each Eligible Entry by an Eligible Person will be allowed to collect the Prize at the time of collection.
13. The Promoter's decision as to eligibility of the Participant is final and binding and no correspondence will be entered into in relation to the conduct of the Promotion or otherwise.

The Prize Draw

14. The prize draw will be conducted on 15 September 2023. All draws will be conducted by Design+Marketing Pty Ltd. Winners will be identified through a random computer-generated draw based on correct entries.
15. The winners will be notified by email or text message within three (3) business days of the drawing.
16. Winners must claim their prize and confirm contact details by return email within two (2) days of the date of notification. In the event that a winner has not validly claimed their prize within 2 (2) weeks of the date of notification, that prize will be forfeited and no compensation will be payable.

Other General Terms

17. All promotion entries are the property of the Promoter.
18. The Promoter Entities and Facebook 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 illness, injury suffered or sustained, during the course of participating in this Promotion or using the Prize, except for and to the extent that any liability cannot be excluded by law.

19. Each Participant indemnifies and keeps indemnified the Promoter Entities 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 Promotion or the use of the Prize by the Participant.
20. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law ('ACL') and consumer guarantees relating to goods or services under the ACL) which may not be excluded, restricted or modified by agreement ("Your Consumer Rights") Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence). Any condition or warranty which would be implied by law into these term and conditions is excluded.
21. Participation in the Promotion implies acceptance of all Terms and Conditions.
22. 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 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.
23. The Promotion is not sponsored, endorsed, administered by, or associated with, Facebook. The Participant agrees that Facebook/Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Facebook to the full extent permitted by law.
24. Any information provided by the Participant in this Promotion is being provided to the Promoter and not to Facebook.
25. Participants are only eligible to win once throughout the Promotion Period. Any entries thereafter will be deemed ineligible.

Privacy

26. 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, telephone number, email address and Facebook account name.
27. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Competition in general for notification and promotion of Prizes.
28. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
29. 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 (02) 9025 1885.

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30. 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 (02) 9025 1885 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.
31. 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 <https://parksydneyvillage.com.au/>.
32. 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 (02) 9025 1885 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.
33. Each prize is subject to their own Terms and Conditions as stipulated by the retailer.

determined by the Promoter substitute prize of a similar replacement type and value as determined by the Promoter.

- a) A Modern Man barber package
- b) A Father's Day gift hamper
- c) A Oporto Family Meal voucher

"Promoter" means Park Sydney Village, located at 88 MacDonald St Erskineville NSW 2043.

"Promoter Entities" means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.

Definitions

"Centre" means Park Sydney Village, located at 88 MacDonald St Erskineville NSW 2043.

"Promotion" means the opportunity collect a Prize in accordance with these Terms and Conditions.

"Promotion Period" means the period from 9:00am on 21 August until 5:00pm on 3 September 2023.

"Eligible Entry" means an entry which complies with the requirements of clause 4.

"Eligible Person" means an individual who:

- (a) Is a resident of New South Wales;
- (b) If under 18 years of age, has a parent or guardian's permission to participate in the Competition;
- (c) Is not a Non Eligible Person; and
- (d) Provides an Eligible Receipt.

"Free Gift" refers to a choice between a gold or silver necklace

"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 of 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 Promotion.

"Prize" means one (1) of the following to be won per day as listed below or any substitute prize of a similar replacement type and value as