

\$10,000 Marrickville Metro Christmas Haul

Terms & Conditions ("Conditions of Entry")

Schedule							
Promotion:	\$10,000 Marrickville Metro Christmas Haul						
Promoter:	GPT Property Management Pty Limited ABN 29 116 099 631, Level 52, MLC Centre, 25 Martin Place, Sydney, NSW 2000, Australia. Ph: 02 8239 3555.						
Promotional Period:	Start date: 27 th November 2023 09:00 am AEST End date: 18 th December 2023 at 05:00 pm AEST						
Eligible entrants:	<p>Entry is only open to Australian residents who:</p> <p>a) are aged 18 or over; and</p> <p>b) are or become a member of the Marrickville Metro's database during the Promotional Period.</p> <p>Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, Marrickville Metro Shopping Centre, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.</p>						
Where will the Promotion run:	Marrickville Metro Shopping Centre, 20 Smidmore Street, Marrickville NSW 2204						
How to enter:	<p>To enter the Promotion, you must, during the Promotional Period:</p> <p>a) Complete and submit the online entry form, answering the subscription questions and providing all other requested information.</p> <p>If you are already subscribed to the Marrickville Metro database, instead of re-subscribing, you must update your details on the online subscription form, including answering the subscription questions and providing your name, address and all other requested information.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>						
Entries permitted:	You can only enter once per day. Each entry must be submitted in accordance with these Conditions of Entry. If you enter multiple times throughout the Promotional Period, you must update your details on the online subscription form for each entry (see "How to enter" section for further details).						
How many winners will there be and how will they be chosen:	<p>All draws will be held at 12pm AEST on 19th December at the GPT Group, Level 51, 25 Martin Place, Sydney NSW, as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Draw No.</th> <th style="width: 35%;">Draw type</th> <th style="width: 50%;">Winner determination/prize allocation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td></td> <td></td> </tr> </tbody> </table> <p>(see "Prizes" section below for further details on prize inclusions).</p> <p>Winning entries will not be re-included in any later part of this prize draw.</p> <p>The Promoter may draw additional reserve entries in the draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p>	Draw No.	Draw type	Winner determination/prize allocation	1.		
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Prizes:	<p>There is 1 prize package available, as set out in the table below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Prize number</th> <th style="width: 70%;">Prize description</th> <th style="width: 20%;">Total prize value</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;"><i>Fresh Food shopping spree at Panetta Mercato, valued at \$1,000.</i></td> <td style="text-align: center;">\$1000</td> </tr> </tbody> </table>	Prize number	Prize description	Total prize value	1.	<i>Fresh Food shopping spree at Panetta Mercato, valued at \$1,000.</i>	\$1000
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1.	<i>Fresh Food shopping spree at Panetta Mercato, valued at \$1,000.</i>	\$1000					

	2.	<i>Bottle Bundle, including a selection of natural wine and premium spirits from Liquor Emporium, valued at \$500.</i>	\$500
	3.	<i>A year's supply of everyone's favourite acai from Thirsty Monkey, valued at \$850.</i>	\$850
	4.	<i>Middle Eastern feast from Raman for you and 5 friends, to the value of \$500</i>	\$500
	5.	<i>His and hers footwear from Platypus, valued at \$500</i>	\$500
	6.	<i>Summer wardrobe refresh from Decjuba, valued at \$500.</i>	\$500
	7.	<i>Deck out the home with \$1,000 worth of products from Bed Bath & Table</i>	\$1000
	8.	<i>Kitchenware gift package from Kitchen Queen, valued at \$500</i>	\$500
	9.	<i>Our top gift picks from Wileaway, product package valued at \$500.</i>	\$500
	10.	<i>Fresh Flower Bouquets for a year from Sunset Flowers, valued at \$850</i>	\$850
	11.	<i>Harry Hartog book package, valued at \$500</i>	\$500
	12.	<i>Jewellery from JC Fine Jewellers, valued at \$800.</i>	\$800
	13.	<i>\$500 Marrickville Metro Gift Card</i>	\$500
	14.	<i>Year's worth of haircuts from Moe & Co, to the value of \$500.</i>	\$500
	15.	<i>Party season hair makeover package from HIP Hair, to the value of \$500.</i>	\$500
	<p>Any ancillary costs associated with redeeming the gift card/s are not included. Redemption of the gift card/s is subject to the terms and conditions associated with the relevant gift card. Any unused balance of the gift card/s will not be awarded as cash. There is a maximum of 1 prize applicable for this promotion.</p>		
Total Prize Pool:	The total prize pool is valued at \$10,000.		
Winner notification:	Winners will be notified by email on 19 th December by 5pm AEST.		
Unclaimed Prizes:	<p>Prize claim date: 5pm AEST on 20th December</p> <p>Unclaimed prize determination: 12pm AEST 22nd December at the same location as the original draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s amongst valid entrants who (if possible) have not already won a prize. Any winner/s will be informed by phone and in writing within 2 business days of determination.</p>		

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. Entry forms from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Submitted entry forms are the Promoter's property.
3. If you return product/s comprising your Qualifying Spend, your entry may be deemed invalid at the Promoter's discretion (unless the product/s is/are defective).
4. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering.
5. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, Marrickville Metro Shopping Centre, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
6. Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit a prize or any element of a prize for whatever reason, you will not be given cash or any alternative prize as a substitute.
7. If any winner chooses not to take their prize (or is unable to), or does not take a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of each prize is accurate and based upon the recommended retail value of the prize (inclusive of any applicable GST) at the date of preparing these Conditions of Entry. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute for the prize (or that portion of the prize) a prize of equal or greater value and/or specification, subject to any necessary approval by the state gaming authority.
11. A prize will be awarded to the person named in the winning entry and any entry that is made on behalf of an entrant by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right to determine the identity of the entrant or winner.
12. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
13. The Promoter may collect entrants' personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the Promotion. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this Promotion, communicating with you or storing data. Personal information collected from entrants will not be disclosed to any entity located outside of Australia. By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this Promotion. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.gpt.com.au/privacy-policy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them, how the entrant may complain about a privacy breach and how such complaints will be dealt with. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.

14. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the responsibility of the third party. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of software or hardware issues, computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, government directives, a pandemic, public health orders and the like, or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, disqualify any affected entries/entrants, or suspend or modify a prize, subject to any necessary approval by the state gaming authority.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrants' details (including an entrant's identity, age, place of employment and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
19. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted due to circumstances outside the Promoter's reasonable control.
20. You must not:
 - (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter, Marrickville Metro Shopping Centre, any tenant of Marrickville Metro Shopping Centre or any of the Promoter's related entities or of the agencies or companies associated with this Promotion;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
21. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. If any dispute arises between you and the Promoter concerning the conduct of the Promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Promotion is final.
22. Subject to paragraph 16, the Promoter, the Marrickville Metro Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors are not liable (including in negligence) for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered in connection with this Promotion or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

23. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this Promotion are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
24. If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, including (but not limited to) being recorded, photographed, filmed or interviewed without any compensation. In that case you consent to the Promoter using your name and image in any promotional or advertising activity.
25. The Promoter accepts no responsibility for any tax implications arising from you winning a prize. Entrants should seek their own independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.