TERMS AND CONDITIONS

CARNEGIE CENTRAL MOTHER'S DAY COMPETITION

Promotion Period	Commencement Date: 12.01am AEST on 15 th March 2024 Closing Date: 11.59pm AEST on 8 th May 2024
Who can enter (Entrant)	All current residents in the Melbourne region
How to enter	By completing the entry form at www.carnegiecentral.com.au using the QR code link
Prize Details	3 prizes of a \$100 Carnegie Central gift card
Prize Selection Method	By selection of a random number
Initial Prize Selection	Will take place at Carnegie Central, 2-20 Koornang Road, Carnegie, 3163, Australia at 4.00pm time (AEST) 9 th May 2024
	Winner will be selected at random, drawn from an electronic ballot on Carnegie Central's digital website,
Unclaimed Prize Selection	If a winner has not come forth to claim a prize/s within 3 months of the Initial Prize Selection, an unclaimed prize selection will be conducted at Carnegie Central, 2-20 Koornang Road, Carnegie, Victoria 3163, Australia at 4.00pm (AEST) 8 th August 2024 in accordance with any State or Territory Regulations.
The Promoter	Carnegie Central Marketing Team 2-20 Koornang Road, Carnegie, Victoria 3163

- 1. By entering this competition, and by attempting to do so, each entrant can only enter once and agrees to be bound by these Terms and Conditions, and expressly gives the consents referred to in these Terms and Conditions. Any person who attempts to enter this competition shall be referred to in these Terms and Conditions as an "entrant", irrespective of whether any competition entry is accepted by the Promoter.
- 2. The above table forms part of these Terms and Conditions and contains details concerning when, who and how to enter; the time, place & method of prize selection; prize details; and who the promoter is and any permit details. Products required to be purchased for entry (if any) will not always be available at every store or via the shop at home service or online store and any rainchecks, lay by purchases or payments will not be counted for entry purposes.
- 3. The Promoter, its associated agencies and companies, and officeholders, management, employees and contractors of the Promoter and its associated agencies and companies and the immediate families of such employees are ineligible to win any prize.
- 4. If there is a dispute concerning the conduct of the Promotion, the Promoter's decisions in relation to any aspect of this competition (including in relation to prize selections) is final and binding on each person who enters, and no correspondence will be entered into.
- 5. The winner/s will be notified where possible by telephone on the day of the relevant prize selection, and by email as far as practicable within two business days and no more than five business days after the date of the prize selection. The name of the winter may be published on the Promoter's website within 30 days of the Initial Prize Selection and Unclaimed Prize Selection (if applicable).
- 6. The winner/s consents to their name, town/suburb of residence, social media handle (if relevant) and a photo of themselves being published by the Promoter including, but not limited to, being published on the Promoter's Internet site, social media pages, in their stores and in marketing material for an

unlimited time and without remuneration as a condition of acceptance of the prize. Further information will be published only with the permission of the winner.

- 7. In the event the competition involves submitting content of any kind (including but not limited to photos, artwork, videos or audio recordings) (collectively referred to herein as "Content"), entrants grant the Promoter an irrevocable, perpetual, sub-licensable, royalty free, worldwide licence to use, copy, publish, reproduce, communicate, broadcast, cause to be heard an/or seen in public, edit, reduce to writing, create derivative works from, incorporate into any form and distribute the Content without compensation to the Entrant. Entrants warrant that the Content is their original work and does not violate any law or infringe any third party's rights. Entrants irrevocably waive their moral rights in Content, including any right to a credit or other form of attribution.
- 8. The prize/s cannot be exchanged for any other prize, and except in the case of cash prizes, cannot be exchanged or redeemed for cash. Prize/s are not transferable, changeable or exchangeable. Any images associated with the prize/s are for promotional purposes only. Prizes comprising gift cards/vouchers are subject to any terms and conditions related to those gift cards/vouchers and might have an expiry date or redemption conditions such as a requirement that the entire voucher must be redeemed in one transaction, or the remaining sum will be forfeited.
- 9. Any change in value occurring between the publishing date and the date the prize is redeemed is not the responsibility of the Promoter. If a prize or any element of a prize is unavailable for any reason, the Promoter, at all times, acting reasonably, reserves the right to substitute that prize or element with another item of equal or higher value as determined by the Promoter (acting reasonably), subject to the approval of any relevant authority if required.
- 10. The Promoter reserves the right to verify the validity of entries (including an entrant's identity, age and place of residence) and to disqualify any eligible entrant (and to prohibit that entrant from resubmitting an entry into the competition) where the Promoter believes that the entry or the entry process has been tampered with or where any entry has been submitted otherwise than in accordance with the Terms and Conditions. The Promoter may also disqualify any entrant who acts in a disruptive manner or who acts with intent or effect of annoying, abusing, threatening or harassing any other person or who behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, or who engages in conduct which is contrary to law or is otherwise inappropriate.
- 11. Entries must not include any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or obscene language).
- 12. If for any reason (including due to tampering or interference) this competition is not capable of running as planned, subject to the approval of those authorities which have issued permits for the conduct of this competition, the Promoter, at all times, acting reasonably, reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the competition or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
- 13. The Promoter accepts no responsibility for any lost, late, misdirected entries, illegible entries (including lost, stolen, forged, defaced, or damaged entries) or entries deemed ineligible due to incorrect entrant information. The Promoter will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
- 14. The Promoter assumes no responsibility for any error, omission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoter is not responsible for any problems or technical malfunction of any equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation or downloading any materials in this competition.
- 15. The Promoter will take all necessary steps to ensure that entries are properly recorded and stored, but will accept no liability if an entry is not recorded or is lost. If a Membership card/number is not produced at the time of purchase, then that purchase will not be credited against the Member's accumulated total for the purposes of entering the competition. If the P.O.S System fails or if the Membership number is

recorded incorrectly, every effort will be made to record the data not captured at the time of the purchase, where practical.

- 16. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or personal injury suffered or sustained arising from or in connection with the competition, any omission to enter a person into the competition, acceptance of the prize or the prize itself, except for liability which cannot be excluded by law. The winner releases the Promoter, its related bodies corporate, affiliates, officers, agents, employees and suppliers (the "Released Parties") from all liability, loss and damage of any kind arising out of or in connection with the acceptance of, and participation in, any prize. Without limiting the foregoing, the Released Parties will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with the prize except for liability which cannot be excluded to the minimum amount allowable by law).
- 17. The Promoter is not liable for any tax implications arising from any prize winnings. Independent financial advice should be sought by the prize winner if necessary. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that were the parties are at arm's length goods and services exchanged are of equal GST inclusive market values.
- 18. These Terms and Conditions are governed by the laws of Victoria, Australia. Entrants submit to the exclusive jurisdiction of the courts of Victoria, Australia.