2023 RHTC Dad Joke Mini Golf Terms & Conditions

Schedule		
Promotion:	RHTC Dad Joke Mini Golf	
Promoter:	GPT Property Management Pty Ltd ABN 29 116 099 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia. Ph: 0482 585 204	
Shopping Centre:	Rouse Hill Town Centre (RHTC) , Cnr Windsor Road and White Hart Drive Rouse Hill NSW 2155	
Promotional	Start date: Saturday 2 nd September 2023 at 10:00am AEST	
Period:	End date: Sunday 3 rd September 2023 at 2:00pm AEST	
Participatio n in Activity	In these terms, when we talk about you, we mean you as the participant, you as the parent or guardian of a participant, or you as a minor who is participating with parental or guardian consent (as applicable). By registering or participating in the Activity:	
	 You acknowledge that participation in the Activity is without payment. You will automatically be entered into the Competition where there is a chance to win a Prize (see the How to Claim). You warrant that you understand and accept that participation will involve physical activity with inherent risks involved. These risks may include personal injury or other risks arising from the nature of the Activity, the weather on the day or the location, equipment or structures used in the Activity. You agree that you participate in the Activity at your own risk. You also agree to participate in the Activity in a safe and responsible manner, including taking care of the safety of other participants and/ or onlookers and taking care of third-party property. You agree to follow the directions of Showtime Attractions and/or the game organisers in connection with the Activity and agree that the game organisers have the right to ask anyone to leave the area for not following the rules or behaving badly. You consent to RHTC, RHTC's representative and/or Showtime Attractions making a recording or capturing still images of you and/or your child participating in the Activity ('Recording'). You agree that RHTC will own the Recording from creation and may use the Recording for promotional purposes on social media and/or other areas where the Competition or Activity are being promoted. Not all participants will be recorded and not all Recordings will be used. To the maximum extent permitted by law, you agree to release RHTC and Showtime Attractions from all liability for any personal injury (including death), loss, cost or damage suffered or incurred by you or any third party in connection with the Activity, your participation in the Activity or the Recording. You indemnify, and keep indemnified, RHTC and Showtime Attractions against any loss caused directly or indirectly by your actions or your failure to comply with these terms. Loss in this clause includ	
Your Personal Information	By registering, participating in the Activity or entering into the Competition, you consent to the use of your Personal Information in accordance with these terms.	

- 2. When you register for the Activity, you will be asked to provide your first name, last name, email address and postcode ('Personal Information'). You will type this information directly into a form on the electronic platform provided by RHTC and Showtime Attractions.
- 3. By participating in the RHTC Dad Joke Mini Golf, you agree to your personal information being shared with RHTC for marketing purposes and for running the competition.
- 4. Once the Competition is drawn, winning participants will be notified using the Personal Information they supplied at the time of registration.
- 5. To run the Competition, RHTC will perform some processing of the Personal Information collected in order to select the winners.

Eligible claimants:

Rouse Hill Town Centre (owned and managed by GPT) have engaged our supplier Showtime Attractions, to conduct a mini golf activation ('the Activity').

While the promotional staff running the Activity will be in RHTC promotional attire, they are engaged directly by Showtime Attractions and Showtime Attractions is responsible for the promotional staff and running the Activity. Showtime Attractions has agreed to provide the Activity and to collect and process Participant Personal Information and conduct the Competition in accordance with these terms. As a participant, you have also agreed to these terms.

Entries are open to:

- Entry is only open to Australian residents who are over 18 years, a parent or guardian completing this registration on behalf of the participant who is under the age of 18, or has the consent of a parent or guardian to participate in the RHTC Dad Joke Mini Golf.
- The Competition is open to Australian residents who, during the Competition Period:
 - Register and successfully submit a valid RHTC Dad Joke Mini Golf Registration Form ('Form') by completing all mandatory fields including first and last name and email address and postcode.
- To be deemed valid, the Form must meet the following requirements:
 - The Form must be completed in full and successfully submitted. The Form may only be completed electronically via a smart phone or similar device. A limited number of tablets will be available for participants without a smart phone, however availability of a tablet is not guaranteed.
 - o Forms with false information or that are incomplete, incorrect or corrupt are invalid.
- 1. Information on how to enter forms part of the terms of entry.
- 2. The Competition is a game of chance and skill plays no part in determining the prize winners.
- 3. Entrants do not need to be present at the prize draw to win.
- 4. Prizes cannot be transferred or redeemed for cash.
- 5. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter. If the winner is under the age of 18 years, the prize will be awarded to their parents or legal guardians.
- 6. The draw for the major winner will take place on Monday 4th September 2023 at 10:00am (AEST), at Rouse Hill Town Centre (RHTC), Cnr Windsor Road and White Hart Drive Rouse Hill NSW 2155 ('Draw Date').
- 7. RHTC may request proof of identification from a winner to check the Form used for registration is valid and the prize is being awarded to the correct person.

- 8. The winner will be notified by email within 2 days of Draw Date via the email address provided on the registration Form. Winner details (first name and prize awarded) will be published as an organic Facebook post to the RHTC wall and Instagram within 5 days of the Draw Date.
- 9. If your contact details change during the Competition Period, it is your responsibility to notify The Promoter. The Promoter is not responsible for incorrect contact information entered on the Form or information that becomes incorrect during the Competition Period.
- 10. To enter, individuals must complete the following steps during the Promotional Period:
 - Visit the Dad Joke Mini Golf activation, located in Market Square;
 - Complete the entry form at the activation and agree to be entered into the promotion.
 - By agreeing to go into the promotion the winner also agrees to be added to the relevant Centre's email database to receive emails from that Centre. Entrants are able to unsubscribe at any time.
- 12. Valid and eligible entries will be accepted during the Promotional Period.
- 13. Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry. For the sake of clarity, a person may complete the entry form for one (1) Participating Centre only in their State/Territory of residence. one (1) entry. For the sake of clarity, a person may complete the entry form for one (1) Participating Centre only in their State/Territory of residence.

Prize Schedule:

Prize Description	Value of prize
1 x \$1,000 Rouse Hill Town Centre Gift Card	\$1,000

The total prize pool is \$1,000 AUD.

Collection of prizes:

- 1. The major prize will be collected by the winner within twenty-eight days after the winner has been contacted and verified. If any winner chooses not to take their prize (or is unable to), or does not take or claim 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.
- 2. If a winner cannot be contacted within 5 days of the Draw Date, is found to be ineligible or fails to collect the prize or provide details for delivery of the prize within 14 days of a request being made by The Promoter, the winner will forfeit the prize and the relevant prize will be re-awarded as if the discarded entry had not been entered.
- 3. Employees (and their immediate family and/or those living in the same household) of agencies/companies directly associated with the conduct of this Promotion, Rouse Hill Town Centre, the Promoter, businesses involved indetermination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. Immediate family 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.
- 4. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
- 5. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable,

- unless otherwise specified in writing by the Promoter.
- 6. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 7. No entry fee is charged by the Promoter to enter the Promotion.
- 8. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or 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, in its sole discretion, to determine the identity of the entrant or winner.
- 9. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. 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 and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
- 10. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
- 11. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, 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.
- 12. 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 sole responsibility of the third party and not the Promoter. 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. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 13. 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).
- 14. If for any reason computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the

- Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 15. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age 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. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 16. 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. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter's decision will be final.
- 17. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law.
- 18. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.
- 19. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.