



Colour to WIN

20th March – 16th April 2023

Terms and Conditions

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. Information on how to enter this competition forms part of the terms and conditions of entry.
3. Entry into this competition is deemed to be an acceptance of these conditions.
 - a. Competition opens 9am Monday 20th March and closes 5pm, Sunday 16th April 2023
 - b. Entry is open to children aged 3-years and above permanently residing in Australia.
 - c. The colouring competition is split into five (5) age categories
 - 3 to 5 years
 - 6 to 8 years
 - 9 to 11 years
 - 12 to 14 years
 - 15+ years
 - d. Employees, Retailers and their families are not eligible to enter the competition.
4. To enter, entrants should:
 - Colour in the Mandarin Centre Colouring Competition sheet.
 - Complete all details on the form including the name of parent/carer, and email address.
 - Submit entry at Centre Management Level 1. Open Friday to Wednesday: 10:00am to 6:00pm, Thursday: 10:00am to 9:00pm.
5. An entry will be deemed invalid if illegible or incomplete.
6. The promoter is not responsible for entries that are not received or are received late.
7. By entering this competition you give the promoter permission to use entrants details for the purpose of sending promotional material via email.
8. To participate in The Competition, the Participant must be an Eligible Person who submits an Eligible Entry during The Competition Period.
9. There is no limit on the number of times a Participant may enter The Competition during The Competition Period.
10. All entries will receive one (1) Cadbury Bunny, whilst stock lasts.

The Competition

11. The Competition will end on expiration of The Competition Period.

Eligibility

12. The Competition is only open to Eligible Persons.
13. 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

14. There will be one prize winner for each age group 3-5yrs, 6-8yrs, 9-11yrs, 12-14yrs and 15+yrs
15. The Prizes will be either 1 x \$100 or 1 x \$100 Strike voucher, which each winner can pick from.
16. The prizes are not transferrable and cannot be taken as cash.
17. Promoter reserves the right to change the Prizes at any time in its sole discretion
18. The Prize/s are not transferable, refundable or exchangeable and cannot be taken as cash in part or full.
19. No replacement will be provided for lost, stolen, damaged and destroyed Prize/s.
20. Each Eligible Entry by an Eligible Person will be allowed to collect the Prize at the time of collection.
21. 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 Competition or otherwise.
22. Prizes must be collected from Centre Management Level 1 at Mandarin Centre.

The Prize Draw

23. Entries will be judged by Mandarin Centre Management on Monday 17th April, 2023. The judges decision is final and no correspondence will be entered into concerning granting of prizes. This is a game of skill and chance plays no part in determining the winners. Judging will be on the merit of the entry.
24. The prize winners names will be published on the Mandarin Centre website and social media pages.
25. The parent/guardian of the prize winners will also be notified by email and telephone by Friday 28th April.

26. Winners must claim their prize and confirm contact details by return DM within two (2) months of the date of notification. Prizes must be collected by winners within 8 weeks of the date of claim. In the event that a winner has not validly claimed their prize within four (4) weeks of the date of notification, that prize will be forfeited and no compensation will be payable.

Other General Terms

27. All Competition entries are the property of the Promoter.
28. 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 Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
29. 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 Competition or the use of the Prize by the Participant.
30. 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.
31. Participation in The Competition implies acceptance of all Terms and Conditions.
32. If this Competition 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.
33. The Competition 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.
34. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook.
35. Participants are only eligible to win once throughout The Competition Period. Any entries thereafter will be deemed ineligible.

Privacy

36. 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.
37. 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 Competition of Prizes.
38. By entering The Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
39. 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.
40. 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.
41. 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://mandarincentre.com.au/>.
42. 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.
43. Each prize is subject to their own Terms and Conditions as stipulated by the retailer.

Definitions

"Centre" means Mandarin Centre at 65 Albert Avenue, Chatswood NSW 2067.

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

"Competition Period" means the period from 9am Monday 20th March and closes 5pm, Sunday 16th April 2023.

"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

"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 Competition.

“Prize” means one (1) \$100 voucher to HOYTS OR one (1) \$100 voucher to Strike Bowling or any substitute prize of a similar replacement type and value as determined by the Promoter.

“Promoter” means Mandarin Centre at 65 Albert Avenue, Chatswood NSW 2067.

“Promoter Entities” means the Promoter, all associated companies, advisors and agencies and all those entities’ personnel.