



Mother's Day 2023 Terms and Conditions Win 1 of 5 Prize Packs at Mandarin Centre

1. The Promoter is Mandarin Centre at 65 Albert Avenue, Chatswood NSW 2067.
2. The Promoter accepts no responsibility for any late, lost or misdirected redemptions.
3. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the prize redemption or any other decisions the Promoter makes in connection with the Promotion.
4. **"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).
5. To enter the Promotion, the Eligible Person must during the Promotional Period spend \$15 at any food retailer OR \$25 at any retailer at the Mandarin Centre
6. Prizes will be drawn Monday 22 May 2023
7. Winners will be notified by Friday 26 May 2023
8. Prizes include:
 - a. 1 x \$100 Kiss Your Hair Voucher
 - b. 1 x \$150 Healing Hands Luxury Package
 - c. 1 x \$100 HOYTS Cinemas Voucher
 - d. 1 x \$100 TKMaxx VoucherThere are 5 prize packs valued at \$450 each. Total value of \$2,250.
9. Vouchers must be redeemed in one transaction. There will be no change given for the unused amount.
10. Prizes cannot be transferred, exchanged, or redeemed for cash.
11. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
12. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
13. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will

be payable if a winner is unable to use the prize as stated.

14. The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
15. Should any winner be uncontactable or not respond by **Monday 5 June 2023**, the prize will be forfeited.
16. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) 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), suffered or incurred in connection with the Promotion or any gift. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
17. All entry details become the property of the Promoter. All entrants will be entered into a database and the entrants' names and addresses may be used as detailed in the privacy collection statement which accompanies these terms and conditions.
18. The Promoter may cancel the Promotion and not award the prizes(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the prizes(s). Should the Promoter cancel the Promotion the Promoter will:
 - a) advertise that the Promotion has been cancelled by placing a notice on the Promotion's website at [https:// mandarincentre.com.au/](https://mandarincentre.com.au/);
 - b) promptly destroy all entries received; and
 - c) not use the personal information that any Participant has provided on the entry form.
19. All entries are accepted entirely at the risk of the entrant, and the Promoter excludes all warranties in connection with any gift to the extent permitted by law. The Promoter reserves the right to substitute any prize with a gift of equal or greater value (including where the prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The gift and/or any element of the gift must be taken as stated and cannot be varied by the participant. No compensation will be payable if the participant is unable to use their prize and/or any element of the prize as stated.
20. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective prizes, lost or stolen prizes or misuse of the offer. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any offers(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
21. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook. The Participant irrevocably releases Facebook from any liability arising out of or in connection with this Promotion. Privacy Statement Personal information you provide to Mandarin Centre by completing the redemption form (or otherwise providing your details) may be used for purposes related to the operation of our business including the administration of this promotion including providing and improving our products and services and, unless you do not opt in on the redemption form or you opt out by contacting us, communicating with you on an ongoing basis for market research and/or providing you with information about any products or services we think you may be interested in at Mandarin Centre. This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you will not be able to enter the Promotion. We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals and which is reasonably necessary for the Promotion or our other business activities. We may disclose your personal information to other Greenland Australia

entities, or a third party service provider, or other entities that assist us in running our business. Further information on how we may disclose your personal information can be found in our Privacy Policy. Our Privacy Policy can be found on our website, <https://www.mandarincentre.com.au/>. Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact info@mandarincentre.com.au. References to 'we' and 'us' in this statement include the owners of Mandarin Centre.

Definitions

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

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

"Promotion Period" means the period from 9:00am on 3 May until 11:59pm on 12 May 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.

"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 items to be won per day as listed below or any substitute prize of a similar replacement type and value as determined by the Promoter.

- a. 1 x \$100 Kiss Your Hair Voucher
 - b. 1 x \$150 Healing Hands Luxury Package
 - c. 1 x \$100 HOYTS Cinemas Voucher
 - d. 1 x \$100 TKMaxx Voucher
- Total prize valued at \$450

"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.